

**ORDINANCE NO. 2020-018**

ORDINANCE OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF HIALEAH, FLORIDA, TERMINATING A LAND LEASE AND EASEMENT AGREEMENT DATED DECEMBER 31, 2012, BY AND BETWEEN THE CITY AND RENEGADE AT HIALEAH BLVD, LLC, A FLORIDA LIMITED LIABILITY COMPANY, FOR A TERM OF 30 YEARS AND THREE SUCCESSIVE 10-YEAR RENEWALS AT AN ANNUAL RENT OF \$1.00 APPROVED BY HIALEAH, FLA. ORDINANCE 12-78 (NOVEMBER 27, 2012); APPROVING THE CONVEYANCE BY QUIT-CLAIM DEED OF A VACANT PARCEL OF LAND CONSISTING OF APPROXIMATELY 6,703 SQUARE FEET, MORE OR LESS, IN AREA TO RENEGADE AT HIALEAH BLVD., LLC, IN EXCHANGE FOR THE PAYMENT OF \$65,000.00; APPROVING A PARKING AND CROSS ACCESS EASEMENT AGREEMENT BY AND BETWEEN THE CITY AND RENEGADE PURSUANT TO THE TERMS AND CONDITIONS AS SET FORTH IN THE AGREEMENT ATTACHED HERETO AND MADE A PART HEREOF AS "EXHIBIT 2"; AUTHORIZING THE MAYOR AND THE CITY CLERK, AS ATTESTING WITNESS, ON BEHALF OF THE CITY, TO EXECUTE THE QUIT CLAIM, PARKING AND CROSS ACCESS EASEMENT AGREEMENT AND ALL OTHER NECESSARY DOCUMENTS IN FURTHERANCE HEREOF; REPEALING ALL ORDINANCES IN CONFLICT HERewith; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

**WHEREAS**, pursuant to Hialeah, Fla., Ordinance 2008-08 (January 23, 2008), the City of Hialeah accepted a warranty deed from Mr. #5, LLC, who donated .51 acres of vacant property to the City for use as green space and the construction of an entrance feature in the southwestern-most limits of the City abutting the City of Hialeah Gardens;

**WHEREAS**, pursuant to Hialeah, Fla. Ordinance 2102-78 (November 27, 2012) the City approved a land lease agreement for thirty years and three successive ten-year renewals between the City and Renegade at Hialeah Blvd., LLC ("Renegade"), the successor in interest to Mr. #5, LLC, for approximately one-third of the property donated to the City to be developed for surface parking to serve the City and the commercial development on the property abutting the City property and owned by Renegade; and

**WHEREAS**, terminating the lease agreement and severing any interests in the real property to be used by the abutting commercial development will reduce the City's risk of liability resulting from dangerous conditions created from the anticipated uses; and

**WHEREAS**, conveying the property to Renegade, which Renegade would otherwise have a right to use pursuant to the terms of the long-term lease agreement, for fair market value and certain easements on the property to provide the public safe parking and access to the City's green space and entrance feature better serves the interests of the public; and

**WHEREAS**, the vacant land to be conveyed does not serve any future needs of the City for park purposes or any other public purpose.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND THE CITY COUNCIL OF THE CITY OF HIALEAH, FLORIDA, THAT:

**Section 1:** The foregoing facts and recitations contained in the preamble to this resolution are hereby adopted and incorporated by reference as if fully set forth herein.

**Section 2:** The Land Lease and Easement Agreement dated December 31, 2012, between the City of Hialeah and Renegade at Hialeah Blvd., LLC, a Florida limited liability company, authorized pursuant to Hialeah, Fla., Ordinance 2012-78 (November 27, 2012) is hereby terminated.

**Section 3:** The conveyance of vacant land consisting of approximately 6,703 square feet, more or less, in area, and more particularly described in the form quitclaim deed attached to and made a part of this Ordinance as "Exhibit 1" to Renegade at Hialeah Blvd., LLC, in exchange for the payment of \$65,000.00 to be paid by Renegade at Hialeah Blvd., LLC to the City is hereby approved.

**Section 4:** The Parking and Cross Access Easement Agreement by and between the City and Renegade at Hialeah, Blvd., LLC reserving the right of access and parking in the City over the land conveyed and providing other rights and obligations between the parties as set forth in the Parking and Cross Access Easement Agreement attached to and made a part of this Ordinance as "Exhibit 2" is hereby approved.

**Section 5:** The Mayor, and the City Clerk, as attesting witness, is hereby authorized, on behalf of the City, to execute the quitclaim deed, the parking and cross access easement agreement and all other necessary documents in furtherance of this Ordinance.

**Section 5: Repeal of Ordinances in Conflict.**

All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

**Section 6: Severability Clause.**

If any phrase, clause, sentence, paragraph or section of this ordinance shall be declared invalid or unconstitutional by the judgment or decree of a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs or sections of this ordinance.

**Section 7: Effective Date.**

This ordinance shall become effective when passed by the City Council and signed by the Mayor or at the next regularly scheduled City Council meeting, if the Mayor's signature is withheld or if the City Council overrides the Mayor's veto.

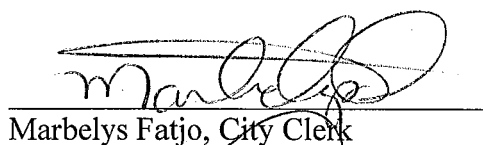
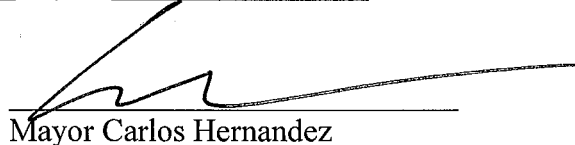
PASSED AND ADOPTED this 9 day of June, 2020.




Paul B. Hernandez  
Council President

Attest:

Approved on this 18 day of June, 2020.

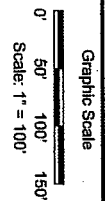
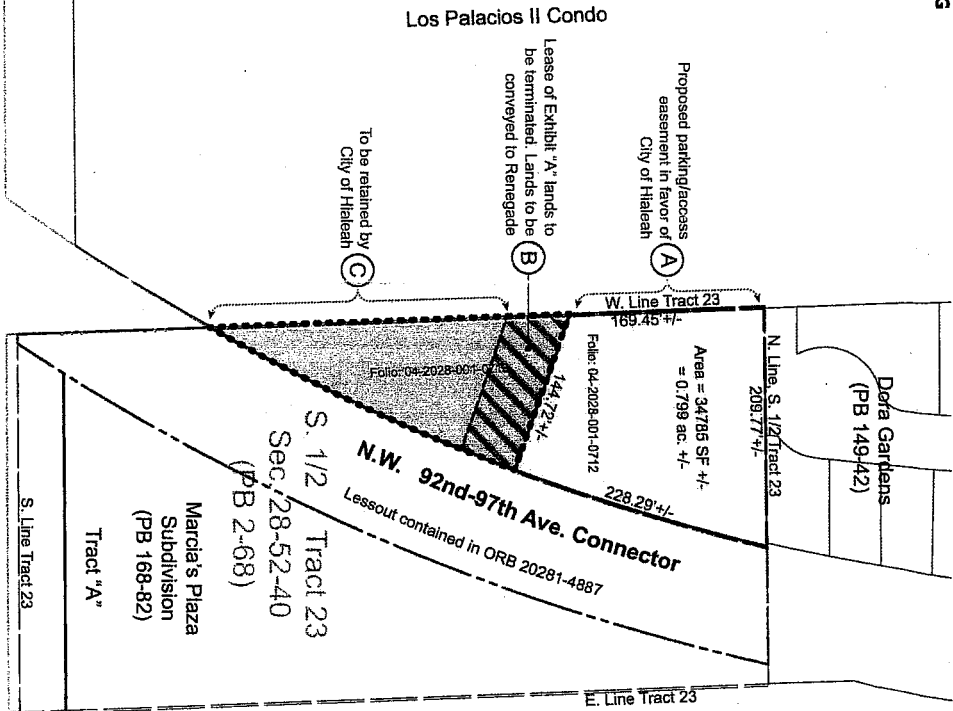
  
Marbelys Fatjo, City Clerk  
Mayor Carlos Hernandez

Approved as to form and legal sufficiency:

  
Lorena E. Bravo, City Attorney

Ordinance was adopted by a 6-0-1 vote with Councilmembers, Cue-Fuente, De la Rosa Garcia-Roves, Perez, Tundidor and Zogby, voting "Yes" and with Council President Hernandez not present during roll call.

N.W. 122nd Street / W. 68th Street







**EXHIBIT**

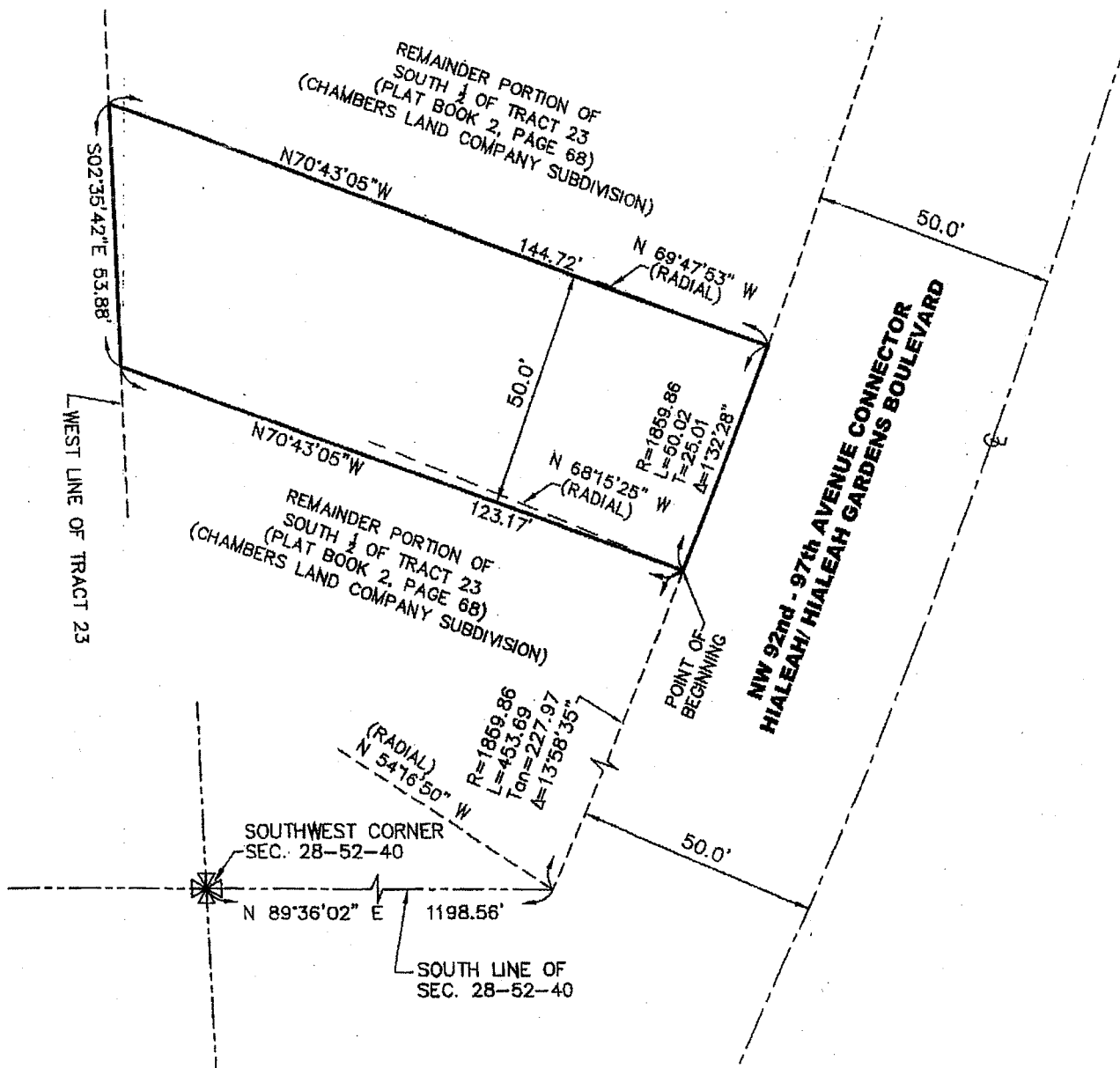
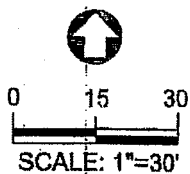
"1"

EXHIBIT

**Legend:**

-  Denotes lands described in Exhibit A to Land Lease and Easement Agreement between City of Hialeah (Lessor) and Renegade at Hialeah Blvd, LLC (Lessee), dated 12/31/2012
-  Denotes lands described in Exhibit B to Land Lease and Easement Agreement between City of Hialeah (Lessor) and Renegade at Hialeah Blvd, LLC (Lessee), dated 12/31/2012
-  Denotes lands described in Warranty Deed from MR #5, LLC to City of Hialeah (ORB 26233, Page 295, Public Records of Miami-Dade County, Florida)
-  Denotes folio 04-2028-001-0712 (owner: Renegade at Hialeah Blvd LLC)

# **SKETCH TO ACCOMPANY LEGAL DESCRIPTION** **SECTION 28, TOWNSHIP 52 SOUTH, RANGE 40 EAST**



**3TCI, Inc.**  
 PROFESSIONAL LAND SURVEYORS AND MAPPERS  
 12211 SW 129th CT. MIAMI FL 33186  
 tel: 305-316-8474 fax: 305-378-1662 www.3tci.com

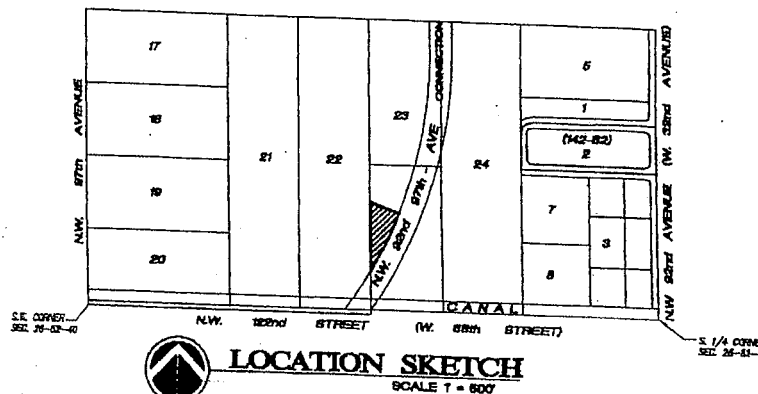
LB7799

SHEET 2 OF 3  
 (NOT VALID WITHOUT SHEET 1 AND 3 OF 3)

# EXHIBIT "B"

35500 2/17/2012

REVISIONS			
REV	DESCRIPTION	DATE	APPROVED



S. 1/2 - SW. 1/4 OF  
SEC. 28 - TWS. 52 S. - RGE. 40 E.

## LEGAL DESCRIPTION:

That portion of the South 1/2 of Tract 23, of "CHAMBERS LAND COMPANY SUBDIVISION", according to the Plat thereof as recorded in Plat Book 2, Page 68, of the Public Records of Miami-Dade County, Florida, lying in the SW 1/4 of Section 28, Township 52 South, Range 40 East, Miami-Dade County, Florida, more particularly described as follows:

Commence at the Southwest corner of said Section 28, the Standard Plane Rectangular Coordinates for the East Zone of Florida for said point being X=711739.45, y=563973.12; thence run N89°36'02"E along the South line of said Section 28 for a distance of 1198.56 feet to the point of intersection with the arc of a circular curve concave to the Northwest, the center of which bears N54°18'50"W from said point of intersection; thence run Northeasterly, along the arc of said circular curve concave to the Northwest, having a radius of 1859.86 feet, through a central angle of 06°29'28", for an arc distance of 210.70 feet to the point of intersection with the West line of said Tract 23 said point being the Point of Beginning of the herein described parcel, the center of which bears N60°46'18"W from said point of Beginning; thence continue Northeasterly along the arc of said circular curve concave to the Northwest, having a radius of 1859.86 feet, through a central angle of 9°01'35" for an arc distance of 293.00 feet to a point, the center of which bears N69°47'53"W from said point; thence run N70°43'05"W for a distance of 144.72 feet to the point of intersection with the West line of said Tract 23; thence run S02°35'42"E along the aforementioned West line of Tract 23 for a distance of 314.00 feet to the Point of Beginning. Containing a net area of 0.510 acres more or less.

## CERTIFICATION:

I HEREBY CERTIFY: That to the best of my knowledge, the "SKETCH TO ACCOMPANY A LEGAL DESCRIPTION" of the property described herein is correct and it conforms with the Minimum Technical Standards set forth by the Florida Board of Professional Surveyors and Mappers Chapter 61G17-6 Florida Administrative Code, pursuant to Section 472.027 of Florida Statutes.

## SURVEYOR'S NOTES:

1. This is not a Land Survey.
2. Bearings, if any, shown hereon are based upon and assumed value of S88°36'02"W for the centerline of NW 122nd Street
3. Not valid unless sealed with an embossed surveyor's seal.
4. Prepared for LUIS MACHADO.

EDUARDO ENSENAT  
Reg. Land Surveyor No. 4613  
State of Florida.

**E** DUARDO  
ENSENAT SURVEYING INC.

5681 N.W. 151st STREET, SUITE 213  
MIAMI LAKES, FL 33014  
Ph: (305) 865-2870 FAX (305) 867-5713

## SKETCH TO ACCOMPANY A LEGAL DESCRIPTION

A PORTION OF THE SOUTH 1/2 OF TRACT 23, "CHAMBERS LAND COMPANY SUBDIVISION", PLAT BOOK 2, -PAGE 68, LYING IN THE SW 1/4 OF SEC. 28-52-40, MIAMI-DADE COUNTY, FLORIDA.

DRAWN	DATE	JOB NO.	F.B.	FILE:
JM	11/17/07	2007-238	2007-238	CHAMBERS-LAND3

VT LOT  
A PART)

Prepared by and when recorded, return to:

Lorena E. Bravo, Esq.  
City of Hialeah, Florida – Law Dept.  
4<sup>th</sup> Floor - 501 Palm Avenue  
Hialeah, FL 33010

## **PARKING AND CROSS ACCESS EASEMENT AGREEMENT**

THIS PARKING AND ACCESS EASEMENT AGREEMENT (the “Agreement”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2020, by and between Renegade at Hialeah Blvd., LLC, a Florida limited liability company, its successors, and assigns (hereinafter referred to as “Renegade”) whose post office address is 305 Alcazar Avenue; Coral Gables, Florida 33134, and the CITY OF HIALEAH, a municipal corporation organized and existing by virtue of and under the laws of the State of Florida, its successors in interest (hereinafter referred to as “City”), whose post office address is 501 Palm Avenue, Hialeah, FL 33010.

### **RECITALS**

**WHEREAS**, This Parking and Cross Access Easement Agreement shall be recorded in the land records of Miami-Dade County, Florida for the following described real property (the “Renegade Property” or “Renegade Easement Area” and the “City Easement Area”):

**[insert legal description]**

**WHEREAS**, Renegade is the fee owner of the real property lying and situate in Miami-Dade County, Florida (the “Parcel A”), more particularly described in “Exhibit A” attached hereto and by this reference made a part of this Agreement; and

**WHEREAS**, the City is the fee owner of a triangular shaped parcel of vacant real property directly south of Parcel A, consisting of approximately 28, 912 square feet, more or less, lying and situate in Miami-Dade County, Florida, more particularly described in “Exhibit C” attached hereto and by this reference made a part of this Agreement; and

**WHEREAS**, the Parties entered into a Land Lease and Easement Agreement dated December 31, 2012 governing their rights and obligations affecting the use of the property described in Exhibit C by Renegade; and

**WHEREAS**, the Parties wish to terminate the Land Lease and Easement Agreement dated December 31, 2012 and specifically to rescind any rights and obligations to the continued use of Parcel B contained therein accruing after the effective date of this Agreement; and

**WHEREAS**, in furtherance of the Parties’ intent to terminate the Land Lease and Easement Agreement for the mutual convenience of the Parties, the Parties waive any right to notice or performance of conditions precedent to termination. The Parties agree that the covenant for mutual indemnification and any other provision that expressly survives termination

shall remain in full force and effect as to accrued rights and liabilities prior to termination of the Land Lease and Easement Agreement;

**WHEREAS**, Parcel A and Parcel B (jointly the "Renegade Property") shall be developed pursuant to all necessary governmental approvals, including but not limited to plat approvals, site plans, concurrency, permits and development orders approved and issued by the City, in its regulatory capacity, and any other regulatory agency with jurisdiction over the development of land;

**WHEREAS**, Parcel B shall be developed as surface parking and for no other purpose, to meet the applicable parking requirements set forth in the City zoning and land use regulations, in effect at the time of development, without variance, for the proposed development of Parcel A; and

**WHEREAS**, the Parties desire to enter into this Agreement to evidence the City's parking rights on Parcel B for the benefit of the general public at no cost to the City and the City's right to access, including the right of ingress, egress and circulation, the Renegade Property to preserve the general public's access to property owned by the City and dedicated for park use; and

**WHEREAS**, as a condition precedent to the rights and obligations of the Parties set forth in this Agreement, the City shall transfer ownership of approximately 6,703 square feet, a portion of the property described in Exhibit C and more particularly described in "Exhibit B" attached hereto and by this reference made a part of this Agreement, for fair market value or other valuable consideration, subject to the reservations of rights and easements set forth in this Agreement. The balance of the property described in Exhibit C after the conveyance of Parcel B to Renegade, shall be referred to herein as the City Property or the City Easement Area; and

**WHEREAS**, Renegade desires to grant to City a parking and access easement, according to the terms and conditions contained in this Agreement, to preserve public access to the City Property;

**WITNESSETH**

The Parties, for and in consideration of the sum of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, agree to the following:

**SECTION I.  
RECITALS**

The foregoing Recitals are true and correct and are incorporated in this Agreement in their entirety by this reference. The Land Lease and Easement Agreement by and between the Parties effective December 31, 2012 is hereby terminated.



**SECTION II.**  
**RENEGADE'S GRANT OF EASEMENT; SCOPE OF EASEMENT**

Renegade grants the City a perpetual, non-exclusive (i) right to use surface parking in the Renegade Easement Area; and (ii) right of access in, on, under, over, across and through the Renegade Property, including, but not limited to, all driveways, walkways and sidewalks (the "Renegade Easement Area") for vehicular and pedestrian traffic, including the rights of ingress and egress to, from, through and across the Renegade Easement Area to enhance the general public's access, use and enjoyment of the City Property. The perpetual parking and access easement includes the right of City, its contractors, consultants, laborers and materialmen, agents, licensees, guests, invitees and employees to enter the Renegade Easement Area at all reasonable times for the purpose of engaging in the construction, reconstruction, operation, maintenance, repair, improvement or inspection of the City Property, as may be necessary in the City's discretion. Renegade reserves the right to use its property which is subject to this Agreement in any manner which shall not interfere with the use and enjoyment of the rights granted hereunder to the City. The Renegade Easement Area is more particularly described in Exhibits A and B attached hereto and made a part hereof.

**SECTION III**  
**CITY'S GRANT OF EASEMENT; SCOPE OF EASEMENT**

City hereby grants to Renegade a perpetual, non-exclusive right of access in, on, under, over, across and through the City Property, including the rights of ingress and egress to, from and across the City Property for the purpose of maintaining all turf and landscaping areas and maintaining and repairing the monument sign constructed by Renegade pursuant to its obligations under the Land Lease and Easement Agreement dated December 31, 2012 (the "City Easement Area") and for no other purpose. The perpetual access easement includes the right of Renegade, its contractors, consultants, laborers and materialmen, agents, licensees and employees to enter the City Easement Area at all reasonable times for the purpose of engaging in the maintenance, repair, improvement or inspection of the City Property, as may be necessary pursuant to Renegade's maintenance obligations as provided by this Agreement. The City reserves the right to use its property which is subject to this Agreement in any manner which shall not interfere with the rights granted to Renegade. The City Easement Area is more particularly described in Exhibit C-1 attached hereto and made a part hereof.

**SECTION IV.**  
**CONSTRUCTION OF SURFACE PARKING; MAINTENANCE OF CITY PROPERTY**

Renegade shall be responsible, at its sole cost and expense, for the engineering, design, permitting, excavation, and construction of the surface parking, as well as any proposed future modification or reconfiguration thereto, including, but not limited to, the installation and placement of any reasonably necessary or appropriate directional signs, markers, lines, lighting facilities and striping. The construction and any future modification or reconfiguration of the

surface parking shall be subject to the approval of the City, as a Party to this Agreement, and subject to all applicable land development regulations and orders, including those of the City and any other permitting governmental authority. Renegade shall use diligent, reasonable effects to cause any construction to be performed and completed in a commercially reasonable expeditious manner with minimal disruption to the rights of the City to use the Easement Area as provided in this Agreement.

Renegade shall be responsible, at its sole cost and expense, to maintain all areas that have turf and landscape within the City Property and maintain structurally sound and in good repair and condition the monument sign on the City Property. All landscaped and turf areas shall be maintained in a manner that ensures full ground cover and plant growth with lush viable plantings and sod, including but not limited to engaging in the regular and periodic mowing, weed control, prevention of soil erosion, replanting of damaged or dead plantings, and removal and proper disposal of all clippings. In the discharge of this maintenance and repair obligation, Renegade shall not permit any liens for unpaid labor or material to be recorded against the City Property in connection with any work performed by or on behalf of Renegade.

The City agrees that the content and physical characteristics of the monument sign, including, and without limitation, the location, shape, lettering, size, color, and ratio between the phrase "Welcome to the City of Hialeah" and the designation of the area as the "Marcia Machado Plaza" shall not change without the approval of Renegade, which approval shall not be unreasonably withheld or delayed.

## **SECTION V. ENVIRONMENTAL MATTERS; OBLIGATION OF THE PARTIES**

Renegade shall maintain or cause to be maintained at all times the Renegade Easement Area and all entrances, driveways and ramps allowing access to the City Property in a reasonably good and safe condition and in accordance with all applicable laws, at its sole cost and expense. Renegade shall not erect or permit any obstruction of any entrances, driveways, or walkways so as to interfere with any of the City's rights to use the Renegade Easement Area. Renegade shall maintain or cause to be maintain all driveways, entrances, walkways, parking areas and rights-of-way in the Renegade Easement Area in a reasonably good and safe condition, including, but not limited to maintaining the surfaces in a level and smooth condition, maintaining all directional signs, markers, lines, striping and lighting facilities in good repair and proper working order.

City shall not be responsible for any costs, expenses, damages, demands, obligations, including penalties and reasonable attorneys' fees and costs, or losses resulting from any claims, actions, suits or proceedings based upon a release or threat of release of any hazardous substances or toxic materials, pollutants, or contaminants, or any other substances or materials prohibited under any federal, state or local law, ordinance, rule, regulations or permit, which may have existed on, or which relate to Parcel B prior to the date of conveyance or thereafter.

The Parties agree that neither party shall discharge into or within each other's Property any hazardous or toxic materials or substances, any pollutants or contaminants, or any other substances or materials prohibited under any federal, state or local law, ordinance, rule, regulations or permit, except in accordance with such laws, ordinances, rules, regulations and permits.

The Parties acknowledge and agree that any rights granted under this Agreement shall be exercised by the Parties only in accordance and compliance with any and all applicable laws, ordinances, rules, regulations, permits and approvals.

#### **SECTION VI.**

#### **WARRANTY OF TITLE; POWER AND AUTHORITY OF RENEGADE**

Renegade does hereby fully warrant that it has good title to the Property described in Exhibit A, warrants the easement and rights created herein and agrees to defend title to this easement, and will defend against and will indemnify and hold the City harmless from the claims and demands of all persons claiming by, though, or under it.

The person(s) signing below on behalf of Renegade represent and warrant that they have the full right, power and authority to enter into, execute, deliver and perform this Agreement and that no consents of any person(s) or any further acts are required other than those which have already been obtained.

#### **SECTION VII. INDEMNIFICATION**

To the greatest extent allowed by law, Renegade, for itself, its directors, officers, employees, representatives, agents, successors and assigns, its parent, subsidiary and affiliated companies, and each of their respective directors, agents, employees, representatives, successors, assigns, parent, subsidiary and affiliated companies (all of whom constitute the "Indemnifying Parties") hereby waives, releases, holds harmless, indemnifies, covenants not to sue and forever discharges the City of Hialeah, its officers, elected or appointed officials, directors, employees, agents, attorneys, contractors and all other persons, entities, organizations or corporations affiliated therewith (all of whom constitute the "Released Parties") from any and all claims, suits, causes of action, damages, losses, liabilities, costs or expenses, including court costs and reasonable attorney's fees at all level of proceedings (including appellate level), and any judgments, orders or decrees entered thereon or resulting therefrom, for any injury, loss, or damage to person or property, or any other liability, cost or expense of any kind whatsoever (all of which are collectively referred to as "Claims") arising out of, resulting from, or relating to (i) any use of all or part of the City Easement Area by the Indemnifying Parties; or (ii) any use of all or part of the Renegade Easement Area by the Released Parties; or (iii) any negligence, whether caused as a result of an action or inaction, by the Released Parties. This indemnification obligation shall not be diminished or limited in any way by any insurance maintained pursuant to the Agreement. This indemnification shall survive the termination of this Agreement. The provisions of this Indemnification Agreement are intended to require Renegade to furnish the greatest amount of indemnification allowed under Florida law and shall be construed to the broadest extent permissible under applicable Florida law in favor of the City.

#### **SECTION VIII. INSURANCE**

Renegade shall, at its sole cost and expense, obtain and maintain continuously in full force and effect a comprehensive general liability insurance policy against any loss, liability, or

damage on, about or relating to Renegade's access to and performance of its obligations on the City Easement Area and the City's access to or exercise of the easement rights granted the City as provided for in this Agreement on the Renegade Easement Area, or any portion thereof, with limits of not less than one million dollars (US\$1,000,000.00) single limit per occurrence and not less than three million (US\$3,000,000.00) in the aggregate for combined single limit coverage on an occurrence basis. The City shall be named as an additional insured under such policy. The policy shall be issued by companies of recognized responsibility licensed to do business in the State of Florida and all such policies shall contain a provision whereby the same cannot be canceled or modified unless the City is given at least thirty (30) days prior written notice of such cancellation or modification. Renegade shall provide the City certificates showing such insurance to be in place.

#### **SECTION IX. DEFAULT**

In the event of a default under this Agreement, all parties shall have all rights and remedies allowed by law in connection with such default, including but not limited to the right to specific performance, subject to, however, notice and right to cure. No party shall be in default under this Agreement unless the party alleging default shall have given the party against whom default is alleged no less than twenty (20) calendar days' prior written notice of default.

#### **SECTION X. NOTICES**

Notices under this Agreement shall be given to the Parties set forth below and shall be made by hand delivery, certified mail, facsimile, or overnight delivery. For the purpose of calculating time limits which run from the giving of a particular notice, the time shall be calculated from actual receipt of the notice or five days from the date of delivery, whichever is shorter.

As to Renegade:

Luis Machado, Manager  
305 Alcazar Avenue  
Ste. 3  
Coral Gables, FL 33014

As to City:

Carlos Hernandez, Mayor  
or his successor in office  
City of Hialeah, Florida  
501 Palm Avenue, 4<sup>th</sup> Floor  
Hialeah, FL 33010

With a copy to:

Lorena E. Bravo, City Attorney  
or her successor in office  
City of Hialeah, Florida  
501 Palm Avenue, 4<sup>th</sup> Floor  
Hialeah, FL 33010

**SECTION XI.**  
**BINDING EFFECT; WAIVER AND SEVERABILITY; WAIVER TO JURY TRIAL;**  
**MISCELLANEOUS**

The terms and conditions of this Agreement shall run with the land, be for the use and benefit of City and be binding on Renegade, its successors and assigns, and any future owners of any portion of the Renegade Property.

This Agreement contains the entire understanding of the Parties with respect to the matters set forth in this Agreement, and no other agreement, oral or written, not set forth in this Agreement shall be deemed to alter or affect the terms and conditions of this Agreement.

This Agreement shall not be terminated or amended, modified, altered or changed in any respect whatsoever, except by a further agreement in writing duly executed by the Parties and recorded in the public records of Miami-Dade County, Florida. No delay or omission of any party in the exercise of any right shall be construed as a waiver of such right. A waiver by any party of a breach of, or a default in, any of the terms or conditions of this Agreement by the other party shall not be construed to be a waiver of any subsequent breach of or default in the same or any other provision of this Agreement.

If any provision of this Agreement, or its application to any person or circumstance, shall be held invalid, inoperative or unenforceable, then the remainder of this Agreement, or the application of such provision to any other person or circumstance shall not be affected by such invalidity, inoperability or unenforceability; it shall not be deemed that any such invalid provision affects the consideration for this Agreement; and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

This Agreement and all questions of interpretation, construction, and enforcement shall be governed by and construed in accordance with the laws of the State of Florida without regard to conflicts of law principles. Any legal action brought in connection with this Agreement shall be filed exclusively in Miami-Dade County, Florida.

Renegade and City, knowingly and to the fullest extent permitted by applicable law, hereby waive, relinquish and forego the right to a trial by jury in any action or proceeding based upon, arising out of, or in any way related to this Agreement, regardless of the basis for the claim, theory of law asserted or relief sought.

Nothing in this Agreement shall be construed to make the Parties to this Agreement partners or joint venturers or render either of the Parties liable for the debts or obligations of the other. Nothing in this Agreement shall be construed as a waiver of City's sovereign immunity beyond the scope and limits provided by law.

The parties have executed this Grant of Easement at Miami-Dade County the day and year first set forth above.

Signed, sealed and delivered  
in the presence of:

Renegade at Hialeah Blvd., LLC  
a Florida limited liability company

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
[Print Name]

By: \_\_\_\_\_

Name: Luis Machado

Title: Manager

\_\_\_\_\_  
Witness

\_\_\_\_\_  
[Print Name]

State of Florida                    )  
  )ss:  
County of Miami-Dade)

I hereby certify that on this day, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared Luis Machado, as Managing Member of Renegade at Hialeah Blvd., LLC, a Florida limited liability company, and that he is known to me to be the person described in and who executed the foregoing instrument, who acknowledged before me that he executed same, and I: \_\_\_\_ relied upon the foregoing form of identification \_\_\_\_\_ of the above named person, or \_\_\_\_ he is personally known to me and that oath was taken.

Witness my hand and official seal in the county and state aforesaid this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

Commission Seal:

\_\_\_\_\_  
Notary Signature

CITY:

City of Hialeah, Florida, a  
Florida municipal corporation

Attest:

By: \_\_\_\_\_

Name: Carlos Hernandez

Title: Mayor

\_\_\_\_\_  
Marbelys Fatjo, City Clerk

Approved as to form and legal sufficiency:

\_\_\_\_\_  
Lorena E. Bravo, City Attorney

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**ORDINANCE NO. 12-78**

ORDINANCE OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF HIALEAH, FLORIDA GRANTING A LAND LEASE AND EASEMENT ON A PORTION OF VACANT PROPERTY OWNED BY THE CITY WITH RENEGADE TO HIALEAH BLVD, LLC, A FLORIDA LIMITED LIABILITY COMPANY; FOR A TERM OF 30 YEARS, WITH 3 SUCCESSIVE 10-YEAR RENEWALS, AT A ANNUAL RENT OF \$1.00 IN EXCHANGE FOR CONSTRUCTION OF AN ENTRANCE FEATURE FOR THE CITY OF HIALEAH ON THE PORTION OF THE VACANT PROPERTY RETAINED BY THE CITY; AND AUTHORIZING THE MAYOR AND THE ACTING CITY CLERK, AS ATTESTING WITNESS, ON BEHALF OF THE CITY, TO ENTER INTO THE LAND LEASE EASEMENT AGREEMENT IN THE SUBSTANTIAL FORM AS ATTACHED HERETO AS EXHIBIT "1"; PROVIDING PENALTIES FOR VIOLATION HEREOF; PROVIDING FOR A SEVERABILITY CLAUSE AND PROVIDING FOR AN EFFECTIVE DATE.

**WHEREAS**, pursuant to Hialeah, Fla., Ordinance 08-08 (Jan. 23, 2008), the City accepted a warranty deed from the property owner, Mr. #5, LLC, who donated 0.51 acres of vacant property to the City for future use as an entrance feature and green space; and

**WHEREAS**, the successor in interest to Mr. # 5, LLC, Renegade at Hialeah Blvd, LLC, desires to lease back approximately one-third of the property previously donated to the City because the property owner needs additional space for a parking lot for the commercial use to be located on the company's property; and

**WHEREAS**, the property owner agrees to construct at its cost for an entrance feature on the donated land, subject to the City's approval, in exchange for the leased vacant land, which would otherwise remained as open land; and

**WHEREAS**, it is in the best interest of the City to obtain a significant entrance feature and developed green space on property located on the northwest corner of the Hialeah-Hialeah Gardens connector Road and on the north side of West 68 Street, Hialeah, Florida.

**NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND THE CITY COUNCIL OF THE CITY OF HIALEAH, FLORIDA, THAT:**

**Section 1:** The foregoing facts and recitations contained in the preamble to this ordinance are hereby adopted and incorporated by reference as if fully set forth herein.

**Section 2:** The City Council of the City of Hialeah, Florida hereby grants a land lease and easement on a portion of vacant property owned by the City with Renegade at Hialeah Blvd, LLC, a Florida limited liability company, for a term of 30 years, with three successive 10-year renewals, at an annual rent of \$1.00 in exchange for the construction of an entrance feature for the City of Hialeah on the portion of the property retained by the City.

**Section 3:** The City Council of the City of Hialeah, Florida hereby authorizes the Mayor and the Acting City Clerk, as attesting witness, on behalf of the City, to enter into the Land Lease and Easement Agreement, in the substantial form as attached hereto and made a part hereof as Exhibit "1".

**Section 2: Penalties.**

Every person violating any provision of the Code or any ordinance, rule or regulation adopted or issued in pursuance thereof shall be assessed a civil penalty not to exceed \$500.00 within the discretion of the court or administrative tribunal having jurisdiction. Each act of violation and each day upon which any such violation shall occur shall constitute a separate offense. In addition to the penalty prescribed above, the city may pursue other remedies such as abatement of nuisance, injunctive relief, administrative adjudication and revocation or suspension of licenses or permits.

**Section 3: Severability Clause.**

If any phrase, clause, sentence, paragraph or section of this ordinance shall be declared invalid or unconstitutional by the judgment or decree of a court of competent



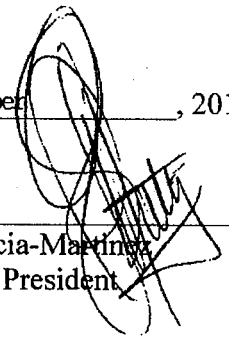
jurisdiction, such invalidity or unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs or sections of this ordinance.

**Section 4:     Effective Date.**

This ordinance shall become effective when passed by the City Council of the City of Hialeah, Florida and signed by the Mayor of the City of Hialeah, Florida or at the next regularly scheduled City Council meeting, if the Mayor's signature is withheld or if the City Council overrides the Mayor's veto.

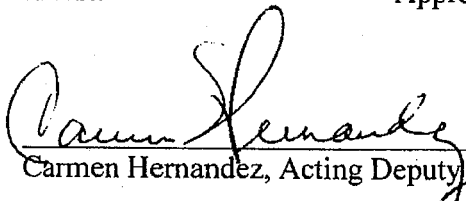
PASSED AND ADOPTED this 27 day of November, 2012.

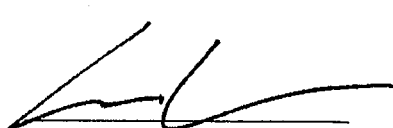
THE FOREGOING ORDINANCE  
OF THE CITY OF HIALEAH WAS  
PUBLISHED IN ACCORDANCE  
WITH THE PROVISIONS OF  
FLORIDA STATUTE 166.041  
PRIOR TO FINAL READING.

  
Isis Garcia-Martinez  
Council President

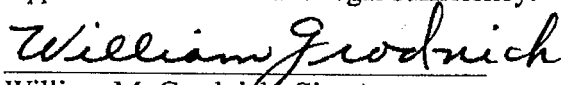
Attest:

Approved on this 3 day of Dec, 2012.

  
Carmen Hernandez, Acting Deputy City Clerk

  
Mayor Carlos Hernandez

Approved as to form and legal sufficiency:

  
William M. Grodnick, City Attorney

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Ordinance was adopted by a unanimous vote with Councilmembers, Caragol, Casals-Muñoz, Cue-Fuente, Garcia-Martinez, Gonzalez, Hernandez and Lozano voting "Yes".

## LAND LEASE AND EASEMENT AGREEMENT

This LAND LEASE AND EASEMENT AGREEMENT (this "Agreement"), dated and effective as of ~~November~~ **December** 31, 2012, is entered into by and between:

- (1) City of Hialeah, a municipal corporation of the State of Florida, hereinafter designated as "City" and/or "Lessor"; and
- (2) Renegade at Hialeah Blvd, LLC, a Florida limited liability company, hereinafter designated as "Renegade" and/or "Lessee" (each a "Party", and collectively, the "Parties").

### RECITALS

WHEREAS, the City and Renegade have reached an agreement whereby (i) the City shall lease to Renegade the real property owned by the City described in Exhibit "A" (the "Lease Site") and (ii) the City shall grant Renegade an easement right in the real property owned by the City described in Exhibit "B" (the "Easement Site"), each pursuant to the terms and conditions set forth hereinafter;

WHEREAS, the Parties desire to enter into this Agreement whereby the City grants the aforementioned lease rights and easement rights Renegade as to the real property described herein, in accordance with this Agreement; and;

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements hereinafter set forth, and intending to be legally bound hereby, each Party agrees follows:

### Article 1. Definitions

1.1. Unless otherwise defined herein, all capitalized terms shall have the meanings set forth below:

"Applicable Laws" shall mean all laws, constitutions, statutes, codes, ordinances, decrees, rules, regulations, municipal by-laws, judicial or arbitral or administrative or ministerial or departmental or regulatory judgments, orders, decisions, rulings or awards, consent orders and decrees, policies, guidelines or any interpretations of any of the foregoing, including general principles of civil law and equity, issued by any Governmental Entity having or exercising jurisdiction over or otherwise affecting any Party or the real property described herein.

"Consents" shall mean any consents, approvals, waivers or authorizations to be obtained from, or notices to be given to, any persons or entities, and includes Governmental Authorizations.

"Damages" shall mean any and all losses, settlements, expenses, liabilities, obligations, claims, damages (including any governmental penalty or costs of investigation, clean-up and remediation), deficiencies, royalties, interest, costs and expenses (including reasonable attorneys' fees and all other expenses reasonably incurred in investigating, preparing or defending any litigation or proceeding, commenced or threatened incident to the successful enforcement of this Agreement), the extent of which are recoverable under Florida law. Damages also shall include, if applicable, any and all increases in insurance premiums that are reasonably demonstrably attributable to the breach by the City or Renegade, as the case may be, of its representations, warranties, agreements and covenants expressly contained in this Agreement, or negligence, gross negligence, intentional breach or willful misconduct of the City or Renegade, as the case may be, for the two following annual policy periods.

"Easement Rights" shall mean the right to use all necessary and appropriate roads for ingress to, egress from and access to and from all locations at the Easement Site, the right to construct the Easement Site Improvements as set forth in Section 2.3, and to perform maintenance and repair at the Easement Site from time to time, as the case may be.

"Easement Site" shall mean the vacant land owned by the City and more specifically described in Exhibit "B".

"Easement Site Improvements" shall have the meaning ascribed to such term in Section 2.3.

"Effective Date" shall mean December 31, 2012.

"Excluded Damages" shall mean any punitive damages.

"Governmental Authorization" shall mean any approval, consent, license, permit, waiver or other authorization issued, granted, given or otherwise made available by or under the authority of any Governmental Entity or otherwise pursuant to any Applicable Law, and any registration with, or report or notice to, any Governmental entity pursuant to any Applicable Law.

"Governmental Entity" shall mean a court, arbitral tribunal, administrative agency or commission or other governmental or other regulatory authority or agency.

"Grace Period" shall have the meaning ascribed to such term in Section 13.1.

"Indemnified Person" of a Party shall mean the Party and its Subsidiary and any shareholder, director, officer, employee or agent of the Party or such Subsidiary.

"Invoice" shall have the meaning ascribed to such term in Section 4.2.

"Land" shall mean (a) the Lease Site and (b) the Easement Site located in the City of Hialeah, Miami-Dade County, Florida, all of which are subject to the lease or easement rights under this Agreement.

"Lease Rights" shall mean Renegade's right lease and use the property as set forth in Section 2.2.

"Lease Site" shall mean the vacant land owned the City and more specifically described in Exhibit "A".

"Lease Site Improvements" – shall have the meaning ascribed to such term in Section 2.2.

"Lease Term" shall have the meaning ascribed to such term in Section 3.1.

"Permitted Uses" as to the Lease Site and the Easement Site shall be as set forth in Section 2.

"Proceeding" shall mean any action, arbitration, audit, hearing, investigation, litigation or suit (whether civil, criminal, administrative, or investigative) commenced, brought, conducted, or heard by or before, or otherwise involving, any Governmental Entity.

"Rent" shall have the meaning ascribed to such term in Section 4.1.

"Site" shall mean the Land.

"Successor" shall have the meaning ascribed to such term in Section 11.2.

## 1.2. Rules of Interpretation.

- (a) When a reference is made in this Agreement to a section or article, such reference shall be to a section or article of this Agreement unless otherwise clearly indicated to the contrary.
- (b) Whenever the words "include", "includes" or "including" are used in this Agreement they shall be deemed to be followed by the words "without limitation."
- (c) The words "hereof", "hereto", "herein" and "herewith" and words of similar import shall, unless otherwise stated, be construed to refer to this Agreement as a whole and not to any particular provision of this Agreement, and article, section, paragraph and exhibit references are to the articles, sections, paragraphs and exhibits of this Agreement unless otherwise specified.
- (d) The meaning assigned to each term defined herein shall be equally applicable to both the singular and the plural forms of such term, and words denoting any gender shall include all genders. Where a word or phrase is defined herein, each of its other grammatical forms shall have a corresponding meaning.
- (e) A reference to any party to this Agreement or any other agreement or document shall include such party's successors and permitted assigns.
- (f) A reference to any legislation or to any provision of any legislation shall include any amendment to, and any modification or re-enactment thereof, and all regulations and statutory instruments issued thereunder or pursuant thereto.
- (g) The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties, and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any provisions of this Agreement.
- (h) Headings are for convenience only and do not affect the interpretation of the provisions of this Agreement.
- (i) Any Exhibits attached hereto are incorporated herein by reference and shall be considered as part of this Agreement.

## Article 2. Grant of Lease and Easement

- 2.1. In consideration of the Rent hereby agreed to be paid to City by Renegade and the agreements and covenants herein made by Renegade and subject to other terms and conditions herein, City hereby (a) leases to Renegade the Lease Site and (b) grants Renegade the Easement Rights to use the Easement Site.
- 2.2. City hereby leases to Renegade that certain parcel described in Exhibit "A", containing approximately 6,703 square feet (or 0.15 acres more or less), together with the exclusive right of ingress and egress, seven (7) days of week, twenty-four (24) hours a day, on foot or motor vehicles, including trucks, and for the installation and paving of an asphalt parking lot and signage over the demised premises (the "Lease Site Improvements"). Renegade shall use the Lease Site for the purpose of constructing, maintaining and operating a parking lot, signage and uses incidental thereto. Prior to the commencement of any construction, Renegade shall submit detailed plans for City's approval. All improvements shall be made at Renegade's expense. All signage shall comply with the provision of the Hialeah code pursuant to the issuance of a sign permit. Signage shall only be provided for advertising only for business or businesses located on site.

- 2.3. City hereby grants to Renegade the Easement Rights to use the Easement Site described in Exhibit "B", containing approximately 22,209.89 square feet (or 0.510 acres more or less), together with the right of ingress and agrees, seven (7) days a week, twenty-four (24) hours a day, to construct the improvements reflected in Exhibit "C" (the "Easement Site Improvements") and as a construction staging area during the construction of said improvements. The Easement Site Improvements shall be constructed in accordance with the Plans dated \_\_\_\_\_, prepared by \_\_\_\_\_ (as amended or modified from time to time, the "Plans"). Prior to the commencement of any construction, Renegade shall submit the Plans for City's approval. All improvements shall be made at Renegade's expense.
- 2.4. It is understood and agreed that Renegade's ability to use the Land is contingent upon its obtaining all of the certificates, permits and other approvals that may be required by any federal, state or local authorities (collectively referred herein as the "Development Approvals"). The City shall cooperate with Renegade in its effort to obtain such approvals and shall taken no unreasonable action which would adversely affect the status of the "Property" with respect to the proposed use thereof by Renegade. The City agrees to sign such papers as required to file applications for presentation to the appropriate zoning authority and/or City Council for the property zoning of the Property as required for the use intended by Renegade. Authorization to enter into this Agreement shall not be construed to require that any member of the Hialeah City Council, either individually or collectively, approve any necessary application which will/or may ultimately come before the Hialeah City Council for approval.

### **Article 3. Term**

- 3.1. This Agreement shall be effective from the Effective Date.
- 3.2. The term of the lease to the Lease Site shall commence on the Effective Date of this Agreement and shall expire on the anniversary date occurring thirty (30) years after the Effective Date (the "Lease Term"), unless extended or sooner terminated upon the mutual agreement of the Parties.
- 3.3. The term of the Easement Rights to the Easement Site shall commence on the Effective Date of this Agreement and shall expire on the anniversary date occurring thirty (30) years after the Effective Date (the "Easement Term"), unless extended or sooner terminated upon the mutual agreement of the Parties.
- 3.4. The Agreement may be automatically renewed for three (3) additional terms of ten (10) years at the option of the Lessee if the Lessee is in compliance with the Agreement at the time of renewal. The Lessee shall provide a letter to the City exercising its option to renewal no less than ninety (90) days prior to the expiration of the Lease Term.

### **Article 4. Rent**

- 4.1. The yearly rent for the Land (the "Rent") shall be One and 00/100 Dollars (\$1.00) per year commencing on the Effective Date and payable thereafter on or prior to each anniversary of the Effective Date of this Agreement.
- 4.2. Renegade shall pay, by means of check or such other method of payment as determined by Renegade in immediately available funds on or prior to each anniversary of the Effective Date of this Agreement ("Rent Due Dates").

## Article 5. Representations, Warranties and Covenants

5.1. City hereby covenants, represents and warrants to Renegade that all of the representations and warranties contained in this Section 5.1 are true and correct in all material respects as of the Effective Date.

- (a) Organization. City is a municipal corporation duly organized and validly existing under the laws of the State of Florida and has full power and authority to own and lease the Land.
- (b) Authorization. City has full power and authority to execute and deliver this Agreement. The execution, delivery and performance by City of this Agreement have been duly authorized by all municipal actions on the part of City that are necessary to authorize the execution, delivery and performance by City of this Agreement.
- (c) Binding Agreement. This Agreement has been duly executed and delivered by City and, assuming due and valid authorization, execution and delivery hereof by Renegade, is a valid and binding obligation of City, enforceable against City in accordance with its terms.
- (d) Title and Consents. City is the only legal and beneficial owner of the Land and has requisite power to grant the Lease Rights or the Easement Rights hereunder to Renegade.
- (e) Brokerage. City has not made any agreement or taken any other action which might cause any Person to become entitled to a broker's or finder's fee or commission as a result of this Agreement.
- (f) NO OTHER REPRESENTATIONS. EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES CONTAINED IN THIS AGREEMENT, NEITHER CITY NOR ANY OTHER PERSON OR ENTITY ACTING ON BEHALF OF CITY, MAKES ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED.

5.2. Renegade hereby covenants, represents and warrants to City that all of the representations and warranties contained in this Section 5.2 are true and correct in all material respects as of the Effective Date.

- (a) Organization. Renegade is a limited liability company duly organized and validly existing under the laws of the State of Florida and has full power and authority to carry on its business as heretofore conducted.
- (b) Authorization. Renegade has full corporate power and authority to execute and deliver this Agreement. The execution, delivery and performance by Renegade of this Agreement have been duly authorized by all corporate actions on the part of Renegade that are necessary to authorize the execution, delivery and performance by Renegade of this Agreement.
- (c) Binding Agreement. This Agreement has been duly executed and delivered by Renegade and, assuming due and valid authorization, execution and delivery hereof by City, is a valid and binding obligation of Renegade, enforceable against City in accordance with its terms.
- (d) Construction of Improvements. Renegade may construct the improvements on the Lease Site and the Easement Site, as applicable, at any time within the Term of this Agreement.
- (e) Brokerage. Renegade has not made any agreement or taken any other action which might cause any Person to become entitled to a broker's or finder's fee or commission as a result of this Agreement.
- (f) NO OTHER REPRESENTATIONS. EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES CONTAINED IN THIS AGREEMENT, NEITHER RENEGADE NOR ANY OTHER PERSON OR ENTITY ACTING ON BEHALF OF RENEGADE, MAKES ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED.

- 5.3. Each Party covenants and agrees to endeavor to cooperate with the other Party so as to minimize any interference with the other Party's operation of its business.
- 5.4. With respect to Renegade's use of the Land, from and after the Effective Date, Renegade shall comply in all material respects with all Applicable Laws applicable to the Land, including the environmental laws, and with the terms of all Government Authorizations relating to Renegade's operations at the Land arising after the Effective Date.
- 5.5. Renegade covenants and agrees to reimburse City, in full and promptly upon demand, if Renegade sustains any material Damages or is reasonably required to expend any money as a result of a default by Renegade hereunder; provided, however, Renegade shall not reimburse City for any damages resulting from (a) reasonable wear and tear to the Land, (b) Renegade's maintenance of the Land as provided for herein, or (c) to the extent such Damages arises from City's gross negligence or intentional misconduct.
- 5.6. City will deliver actual possession of the Lease Site and Easement Site free and clear of occupancy.
- 5.7. City covenants and agrees to reimburse Renegade, in full and promptly upon demand, if Renegade sustains any material Damages or is reasonably required to expend any money as a result of a default by City hereunder; provided, however, City shall not reimburse Renegade for any damages resulting from (a) reasonable wear and tear to the Land, or (b) to the extent such Damage arises from Renegade's gross negligence or intentional misconduct.

#### **Article 6. Maintenance and Other Expenses**

All costs, expenses and obligations relating to the Land which arise or are attributable to Renegade's occupancy or use of either the Lease Site or the Easement Site during the Lease Term, shall be paid by Renegade. Renegade hereby assumes all other responsibilities normally identified with the ownership of the Land, such as operation, repair, replacement, maintenance and management of the Land, including repairs to the paved areas, driveways and signage on the Land. During the Term, if Renegade fails to maintain the Land in reasonably good repair and condition, City may so notify Renegade and perform such repair and shall be reimbursed upon demand by Renegade for such costs based on invoices for work actually performed. Without limiting the foregoing, except as otherwise provided in this Agreement, the Parties agree that City shall not be required or obligated to furnish any services or facilities to the Lease Site or the Easement Site. All costs, expenses and obligations relating to the Easement Site and taxes that City should pay, which arise or are attributable to the period of the Term shall be paid by City.

#### **Article 7. Recording of Agreement**

The Parties consent to recording a copy of this Agreement or a memorandum of same amongst the public records of Miami-Dade County, Florida. The recording shall include such material matters provided in this Agreement as the Parties may agree to register, provided that the terms of such Lease Rights and Easement Rights shall be the same as the terms and conditions of this Agreement. The expenses and costs of such recording of this Agreement shall be borne wholly by Renegade.

#### **Article 8. Use and Maintenance**

Renegade shall not occupy or use the Land for any purpose whatsoever, other than as set forth herein or as otherwise permitted by City, and in compliance with all Applicable Laws.

## **Article 9. Termination**

- 9.1. Termination. This Agreement may be terminated at any time during the Term of this Agreement upon the occurrence of any of the following events:
- (a) by a Party serving a written notice of termination to the other Party in the event of a material breach or default by such other Party of its obligations hereunder, which default shall not have been cured within ninety (90) days after written notice is provided by the non-breaching Party to the breaching Party; or
  - (b) in the event that any of such applications (as set forth in Section 2.5) should be finally rejected or any certificate, permit, license or approval issued to Renegade is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority or soil boring tests are found to be unsatisfactory so that Renegade in its sole discretion will be unable to use either the Lease Site or the Easement Site for its intended purposes, Renegade shall have the right to terminate this Agreement. All rental paid to said termination date shall retained by the City.
- 9.2. Termination of this Agreement shall be without prejudice to the accrued rights and liabilities of the Parties prior to the termination of this Agreement.
- 9.3. In the event of the termination of this Agreement pursuant to Section 10.1, notice of a Party's exercise of its right to terminate shall be given to the other Party in the manner set forth in Section 16.2.

## **Article 10. Sublease, Assignment and Sale**

- 10.1. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns. Renegade may, upon written notice to the City (but without the obligation to obtain the consent of City), assign this Agreement or any of its rights and obligations under this Agreement to any person, entity or organization that succeeds (by purchase, merger, operation of law or otherwise) to all or substantially all of the capital stock, assets or business of such party, if such person or entity agrees in writing to assume and be bound by all of the relevant obligations of such Party under this Agreement. As to other parties, this Agreement may not be sold, subleased, assigned or transferred without the written consent of the City.
- 10.2. Should the City, at any time during the term of this Agreement, decide to sell all or any part of the Land to a purchaser other than Renegade, such sale shall be under and subject to this Agreement and Renegade's rights hereunder.

## **Article 11. Quiet Enjoyment; Indemnification.**

- 11.1. Without prejudice to City's rights under this Agreement or under the Applicable Laws, so long as Renegade pays the Rent and materially observes all other terms, conditions and covenants hereof, City shall ensure that Renegade has the right to quietly enjoy the Land without hindrance, molestation or interruption during the Term, subject to the terms and conditions of this Agreement.
- 11.2. City shall indemnify Renegade and its Indemnified Persons (the "Renegade Indemnified Parties"), and hold the Renegade Indemnified Parties harmless from and against, any and all Damages arising out of, resulting from or relating to claims by third parties arising from the negligent acts of City, except to the extent such Damage is caused by the negligence or willful misconduct of any such Renegade Indemnified Party, subject to the limitations of Section 768.28, Florida Statutes and the amounts stated in Section 768.28, Florida Statutes, whether the claim is in contract or in tort. This indemnity shall not be construed as a waiver of sovereign immunity.



11.3. Renegade see shall indemnify City and its Indemnified Persons (the "City Indemnified Parties") and hold the City Indemnified Parties harmless from and against, any and all Damages arising out of, resulting from or relating to claims by third parties arising from the negligent acts of Renegade, except to the extent such Damage is caused by the negligence or willful misconduct of any such City Indemnified Party.

11.4. In no event shall a Party be liable for Excluded Damages.

#### **Article 12. Surrender.**

Upon the expiration or termination of this Agreement, City and Renegade shall consult in good faith to determine a reasonable grace period (which shall not be more than 6 months) (the "Grace Period") for Renegade to peaceably and quietly vacate and surrender the Lease Site to City.

#### **Article 13. Disputes and Governing Law.**

This Agreement shall be governed, interpreted, construed and regulated in accordance with the laws of the State of Florida.

#### **Article 14. Insurance.**

14.1. The City agrees that Renegade will insure against any loss or damage which could be covered by a comprehensive general liability insurance policy in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence.

#### **Article 15. Condemnation.**

If the whole of the Lease Site, the Easement Site or such portion thereof as will make the premises unusable for the purposes intended herein, are condemned by any legally constituted authority for any public use or purpose other than as intended herein, then in either of said events the Term hereby granted shall cease from the time when possession thereof is taken by public authorities, and Rent hereunder shall terminate as of that date. (Any and all Rent paid prior to said termination shall kept by the City.) Any lesser condemnation shall in no way affect the respective rights and obligations of the City and Renegade hereunder. Nothing in this provision shall be construed to limit or affect Renegade's rights to an award of compensation against any third party other than the City of any eminent domain proceeding for the taking of Renegade's leasehold interest hereunder.

#### **Article 16. Miscellaneous.**

16.1. Exercise of Right. A Party may exercise a right, power or remedy at its discretion, and separately or concurrently with another right, power or remedy. A single or partial exercise of a right, power or remedy by a Party does not prevent a further exercise of that or of any other right, power or remedy. A failure to exercise a right, power or remedy or a delay in exercising a right, power or remedy by a Party does not prevent such Party from exercising the same right thereafter. The failure of any Party to assert any of its rights under this Agreement or otherwise shall not constitute a waiver of those rights.

16.2. Notices. Any notice, request, demand, waiver, consent, approval or other communication which is required or permitted to be given to any Party shall be in writing and shall be deemed duly given only upon delivery to



- 16.8. Election of Remedies. Neither the exercise of nor the failure to exercise a right or to give notice of a claim under this Agreement shall constitute an election of remedies or limit any Party in any manner in the enforcement of any other remedies that may be available to such Party, whether at law or in equity.
- 16.9. No Merger. It is the intention of the Lessor to lease the Lease Site to the Lessee free of any merger of the fee estate and leasehold estate or any other interests that may be held contemporaneously by Lessor, or any of them, and Lessee. No such merger will occur until such time as the Lessee executes a written instrument specifically effecting such merger and duly records the same.
- 16.10 Subordination. At the City's option, this Agreement shall be subordinate to any mortgage by the City which from time to time may encumber all or part of the Lease Site and/or the Easement Site or any applicable right of way; provided, however, every such mortgage shall recognize the validity of this Agreement in the event of a foreclosure of the City's interest and also Renegade's right to remain in occupancy of and have access to the Lease Site and the Easement Site as long as Renegade is not in default of this Agreement. Renegade shall execute whatever instruments as may be reasonably be required to evidence this subordination clause.

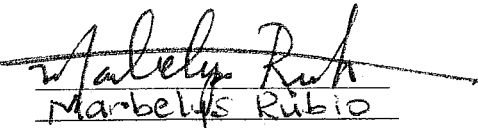
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IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed by its duly authorized representatives as of the date first above written.

Signed, sealed and delivered in the presence of:

Attest:

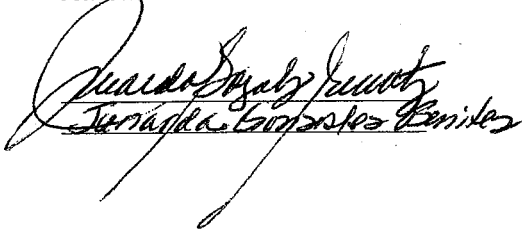
*Acting*  
  
Marbelys Rubio  
City Clerk

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

  
William Grodnick, City Attorney

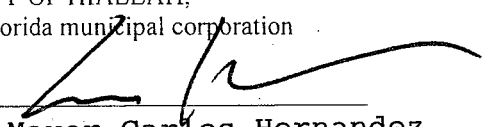
Signed, sealed and delivered in the presence of:

Attest:

  
Juana Lopez Benitez

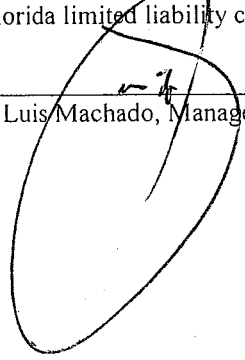
The City:

CITY OF HIALEAH,  
a Florida municipal corporation

By:   
Mayor Carlos Hernandez

RENEGADE:

RENEGADE AT HIALEAH BLVD., LLC,  
a Florida limited liability company

By:   
Luis Machado, Manager

*EXHIBIT "A"*  
**SKETCH TO ACCOMPANY LEGAL DESCRIPTION**  
**SECTION 28, TOWNSHIP 52 SOUTH, RANGE 40 EAST**

SURVEYOR'S NOTES:

I- DATE OF COMPLETION:

09-05-2012

II- FOLIO:

THIS PARCEL OF LAND DESCRIBED HEREIN IS PART OF FOLIO  
Folio No.: 04-2028-001-0713

III- LEGAL DESCRIPTION

(SEE ATTACHED PAGE 2 OF 3)

IV- CLIENT INFORMATION:

This Sketch to Accompany Legal Description was prepared at the insistence of and  
certified to:

CITY OF HIALEAH

V- SURVEYOR'S CERTIFICATE:

I hereby certify: That this "Sketch to Accompany Legal Description" and the Survey Map  
resulting therefrom was performed under my direction and is true and correct to the  
best of my knowledge and belief and further, that said "Sketch to accompany Legal Description"  
meets the intent of the applicable provisions of the "Minimum Technical Standards for Land  
Surveying in the State of Florida", pursuant to Rule 5J-17 of the Florida  
Administrative Code and its implementing law, Chapter 472.027 of the Florida Statutes.

By: \_\_\_\_\_  
Rolando Ortiz LS4312  
Registered Surveyor and Mapper  
State of Florida

NOTICE: Not valid without the signature and original raised seal of a Florida Licensed  
Surveyor and Mapper. Additions or deletions to Survey Maps by other than the signing  
party are prohibited without the written consent of the signing party.

**3TCI, Inc.**

PROFESSIONAL LAND SURVEYORS AND MAPPERS  
12211 SW 129th CT. MIAMI FL 33186  
tel: 305-316-8474 fax: 305-378-1662 www.3tci.com

LB7799

SHEET 1 OF 3  
(NOT VALID WITHOUT SHEET 2 AND 3 OF 3)

# **SKETCH TO ACCOMPANY LEGAL DESCRIPTION**

## **SECTION 28, TOWNSHIP 52 SOUTH, RANGE 40 EAST**

### **LEGAL DESCRIPTION:**

THAT PORTION OF THE SOUTH 1/2 OF TRACT 23, OF "CHAMBERS LAND COMPANY SUBDIVISION", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 2, AT PAGE 68, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA. LYING IN THE SW 1/4 OF SECTION 28, TOWNSHIP 52 SOUTH, RANGE 40 EAST, MIAMI-DADE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 28; THENCE RUN N89°36'02"E ALONG THE SOUTH LINE OF SAID SECTION 28 FOR A DISTANCE OF 1198.56 FEET TO A POINT OF INTERSECTION WITH THE ARC OF A CIRCULAR CURVE CONCAVE TO THE NORTHWEST, THE CENTER OF WHICH BEARS N54°16'50"W FROM SAID POINT OF INTERSECTION; THENCE RUN NORTHEASTERLY, ALONG THE ARC OF SAID CIRCULAR CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 1859.86 FEET, THROUGH A CENTRAL ANGLE OF 13°58'35", FOR AN ARC DISTANCE OF 453.69 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL, THE CENTER OF WHICH BEARS N68°15'25"W FROM SAID POINT OF BEGINNING; THENCE CONTINUE NORTHEASTERLY ALONG THE ARC OF SAID CIRCULAR CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 1859.86 FEET, THROUGH A CENTRAL ANGLE OF 1°32'28" FOR AN ARC DISTANCE OF 50.02 FEET TO A POINT, THE CENTER OF WHICH BEARS N69°47'53"W FROM SAID POINT; THENCE RUN N70°43'05"W FOR A DISTANCE OF 144.72 FEET TO THE POINT OF INTERSECTION WITH THE WEST LINE OF SAID TRACT 23; THENCE RUN S02°35'42"E ALONG THE AFOREMENTIONED WEST LINE OF TRACT 23 FOR A DISTANCE OF 53.88 FEET TO THE POINT OF BEGINNING CONTAINING A NET AREA OF 6,703 SQ. FT OR 0.15 ACRES MORE OR LESS.

**3TCL, Inc.**

LB7799

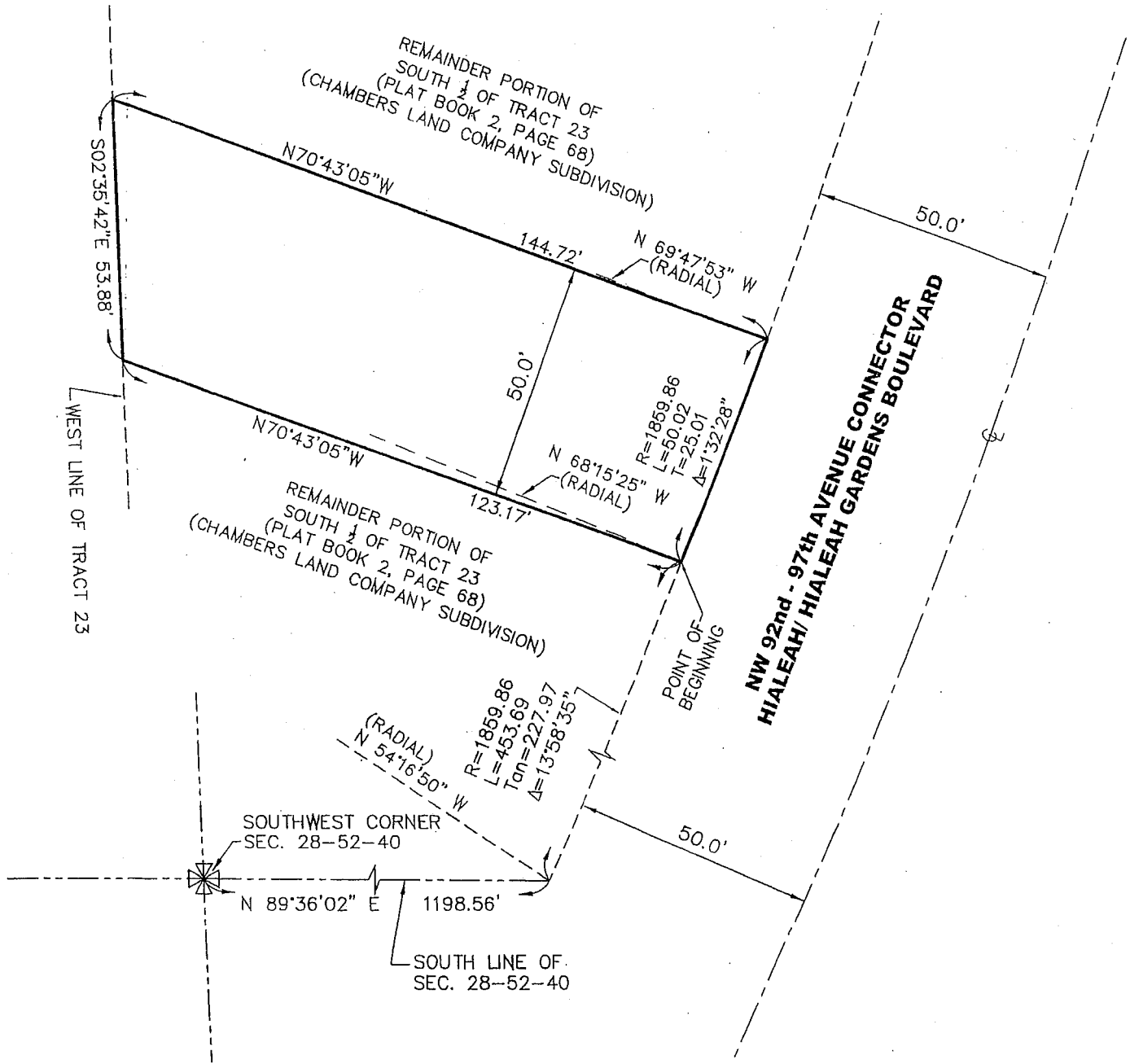
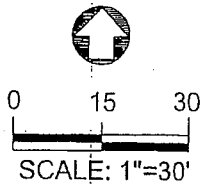
PROFESSIONAL LAND SURVEYORS AND MAPPERS  
12211 SW 129th CT. MIAMI FL 33186  
tel: 305-316-8474 fax: 305-378-1662 [www.3tcl.com](http://www.3tcl.com)

SHEET 2 OF 3

(NOT VALID WITHOUT SHEET 1 AND 3 OF 3)

# SKETCH TO ACCOMPANY LEGAL DESCRIPTION

## SECTION 28, TOWNSHIP 52 SOUTH, RANGE 40 EAST



**3TCL, Inc.**

LB7799

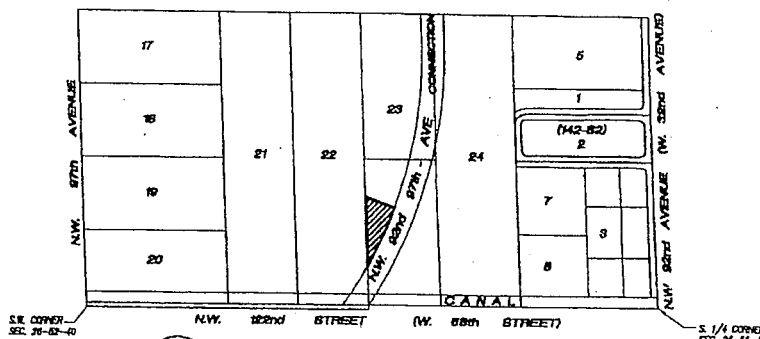
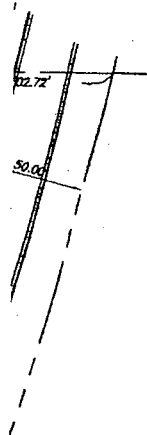
PROFESSIONAL LAND SURVEYORS AND MAPPERS  
12211 SW 129th CT. MIAMI FL 33186  
tel: 305-316-8474 fax: 305-378-1662 www.3tcl.com

SHEET 2 OF 3  
(NOT VALID WITHOUT SHEET 1 AND 3 OF 3)

# EXHIBIT "B"

SS-200 2/7/2012

REVISIONS			
REV	DESCRIPTION	DATE	APPROVED



**LOCATION SKETCH**

SCALE 1" = 500'

S. 1/2 - S.W. 1/4 OF  
SEC. 28 - TWS. 62 S. - RGE. 40 E.

## LEGAL DESCRIPTION:

That portion of the South 1/2 of Tract 23, of "CHAMBERS LAND COMPANY SUBDIVISION", according to the Plat thereof as recorded in Plat Book 2, Page 68, of the Public Records of Miami-Dade County, Florida, lying in the SW 1/4 of Section 28, Township 52 South, Range 40 East, Miami-Dade County, Florida, more particularly described as follows:

Commence at the Southwest corner of said Section 28, the Standard Plane Rectangular Coordinates for the East Zone of Florida for said point being X=711739.45, y=563973.12; thence run N89°36'02"E along the South line of said Section 28 for a distance of 1198.56 feet to the point of intersection with the arc of a circular curve concave to the Northwest, the center of which bears N54°16'50"W from said point of intersection; thence run Northeasterly, along the arc of said circular curve concave to the Northwest, having a radius of 1859.86 feet, through a central angle of 06°29'28", for an arc distance of 210.70 feet to the point of intersection with the West line of said Tract 23 said point being the Point of Beginning of the herein described parcel, the center of which bears N60°46'18"W from said point of Beginning; thence continue Northeasterly along the arc of said circular curve concave to the Northwest, having a radius of 1859.86 feet, through a central angle of 9°01'35" for an arc distance of 293.00 feet to a point, the center of which bears N69°47'53"W from said point; thence run N70°43'05"W for a distance of 144.72 feet to the point of intersection with the West line of said Tract 23; thence run S02°35'42"E along the aforementioned West line of Tract 23 for a distance of 314.00 feet to the Point of Beginning. Containing a net area of 0.510 acres more or less.

## CERTIFICATION:

I HEREBY CERTIFY: That to the best of my knowledge, the "SKETCH TO ACCOMPANY A LEGAL DESCRIPTION" of the property described herein is correct and it conforms with the Minimum Technical Standards set forth by the Florida Board of Professional Surveyors and Mappers Chapter 61G17-6 Florida Administrative Code, pursuant to Section 472.027 of Florida Statutes.

## SURVEYOR'S NOTES:

1. This is not a Land Survey.
2. Bearings, if any, shown hereon are based upon and assumed value of S89°36'02"W for the centerline of NW 122nd Street
3. Not valid unless sealed with an embossed surveyor's seal.
4. Prepared for LUIS MACHADO.

**EDUARDO ENENAT**  
Reg. Land Surveyor No. 4613  
State of Florida.

**EDUARDO ENENAT SURVEYING INC.**

5881 N.W. 151st STREET, SUITE 213  
MIAMI LAKES, FL 33014

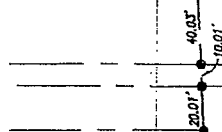
PH: (305) 885-2870 FAX (305) 887-5713

## SKETCH TO ACCOMPANY A LEGAL DESCRIPTION

A PORTION OF THE SOUTH 1/2 OF TRACT 23, "CHAMBERS LAND COMPANY SUBDIVISION", PLAT BOOK 2, -PAGE 68, LYING IN THE SW 1/4 OF SEC. 28-52-40, MIAMI-DADE COUNTY, FLORIDA.

DRAWN	DATE	JOB NO.	F.B.	FILE:
JM	11/17/07	2007-238	2007-238	CHAMBERS-LAND3

VT LOT  
(A PART)





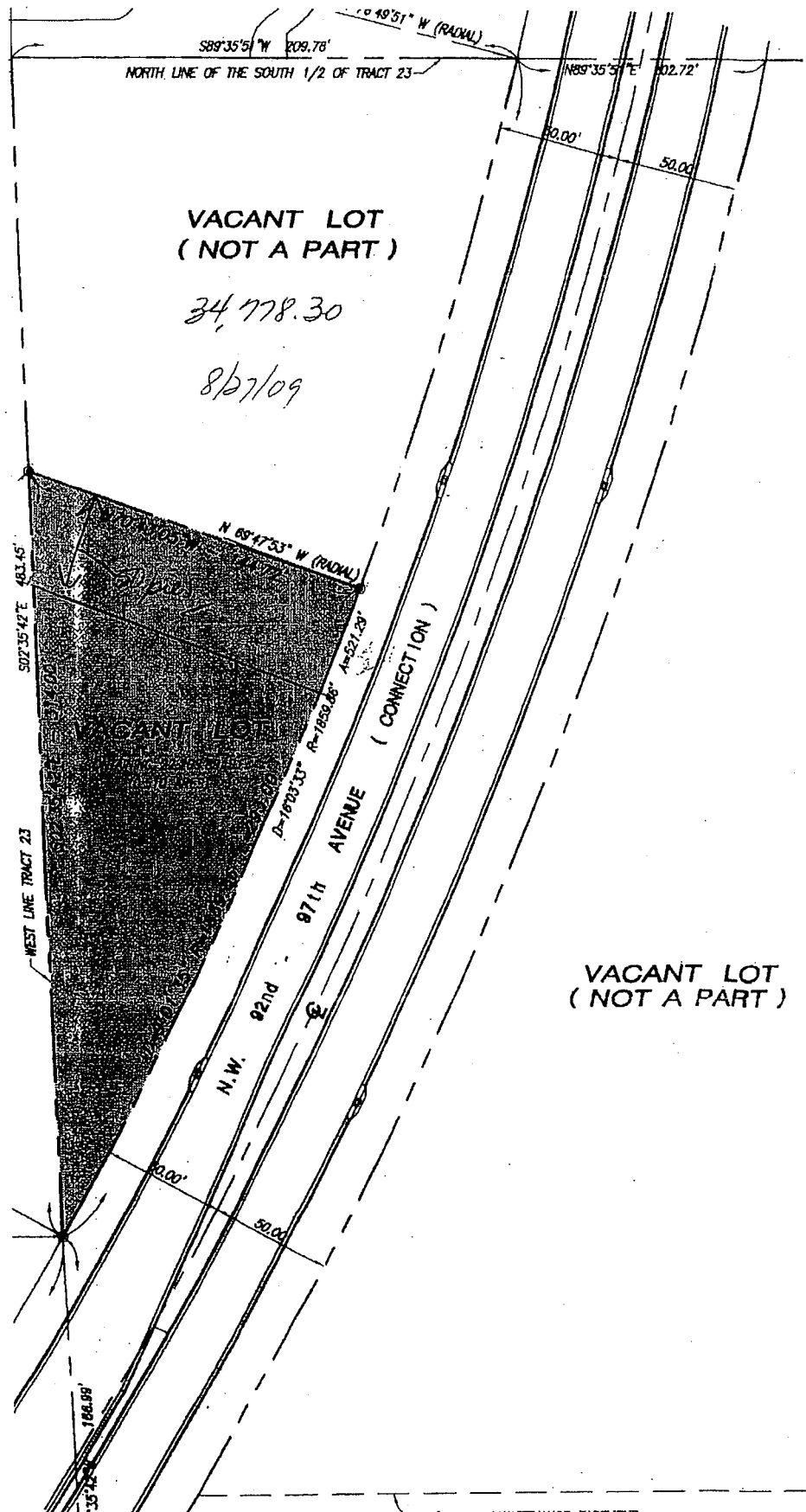
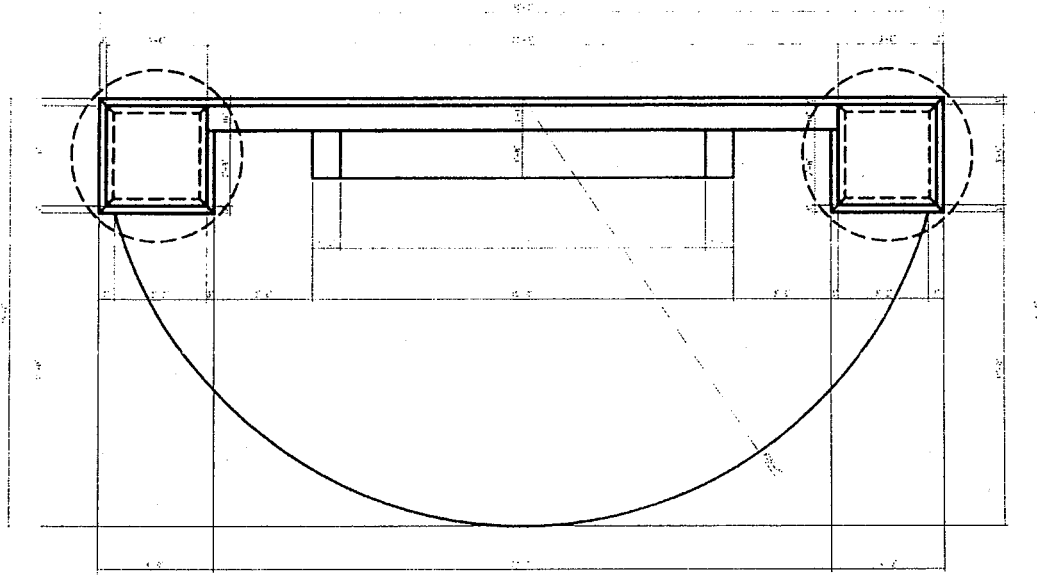


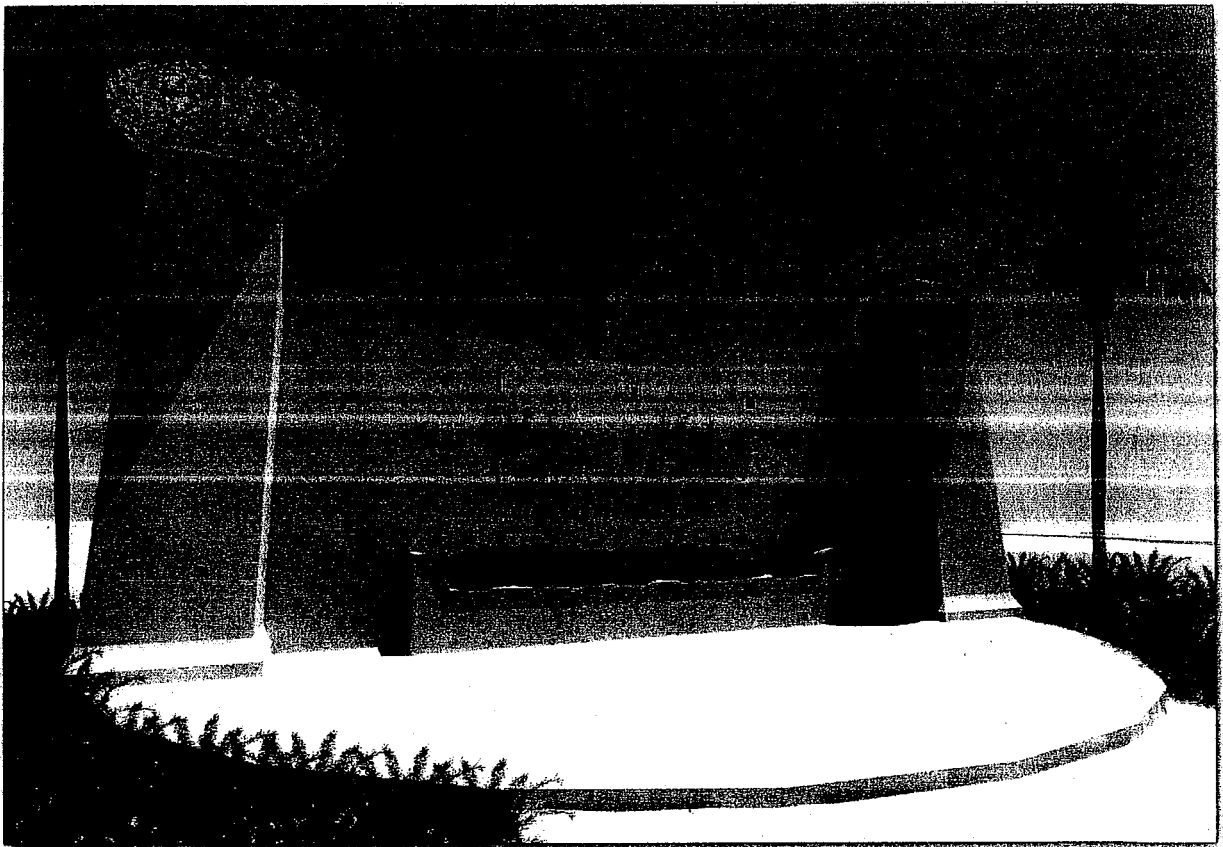
Exhibit "C"

# Marcia Machado Plaza

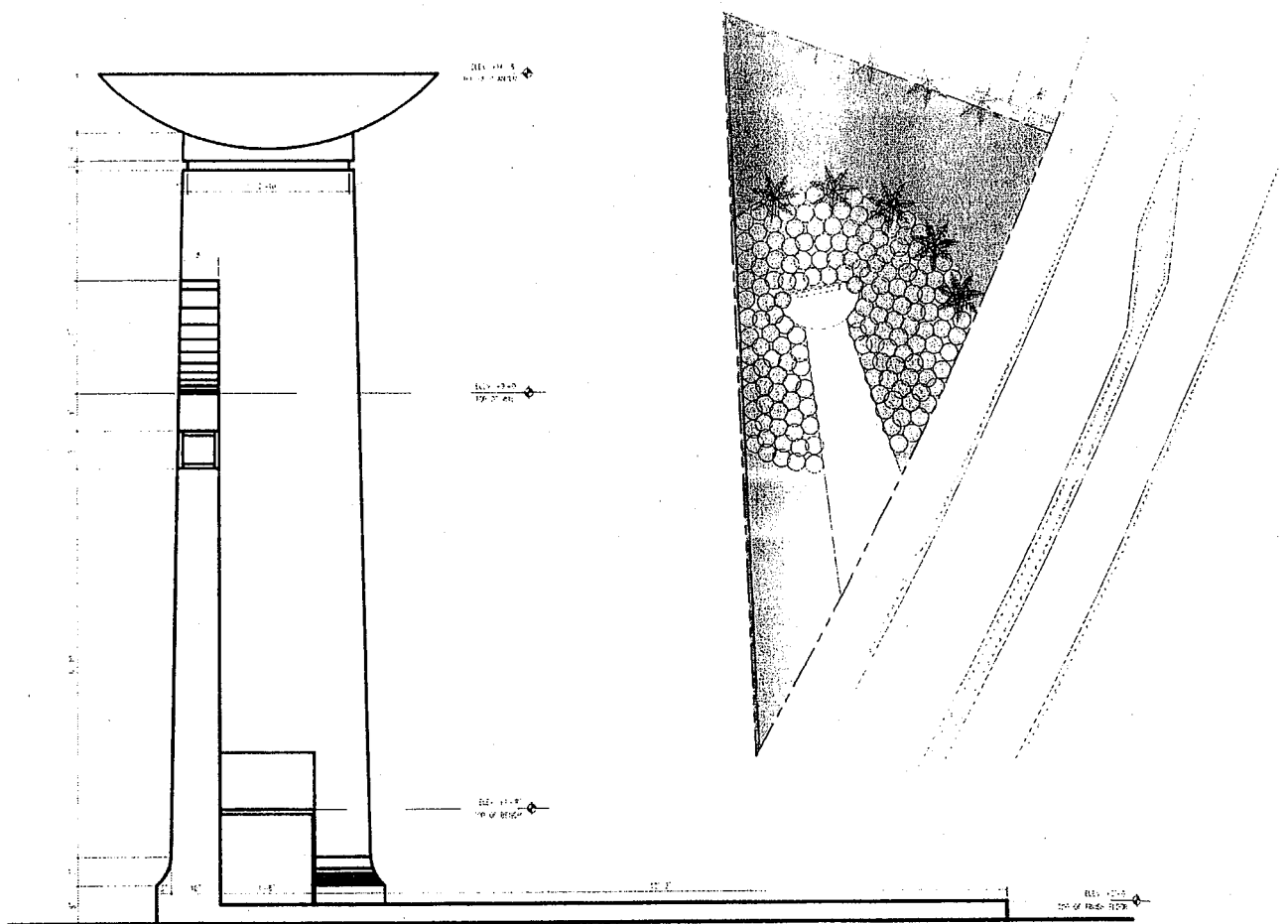
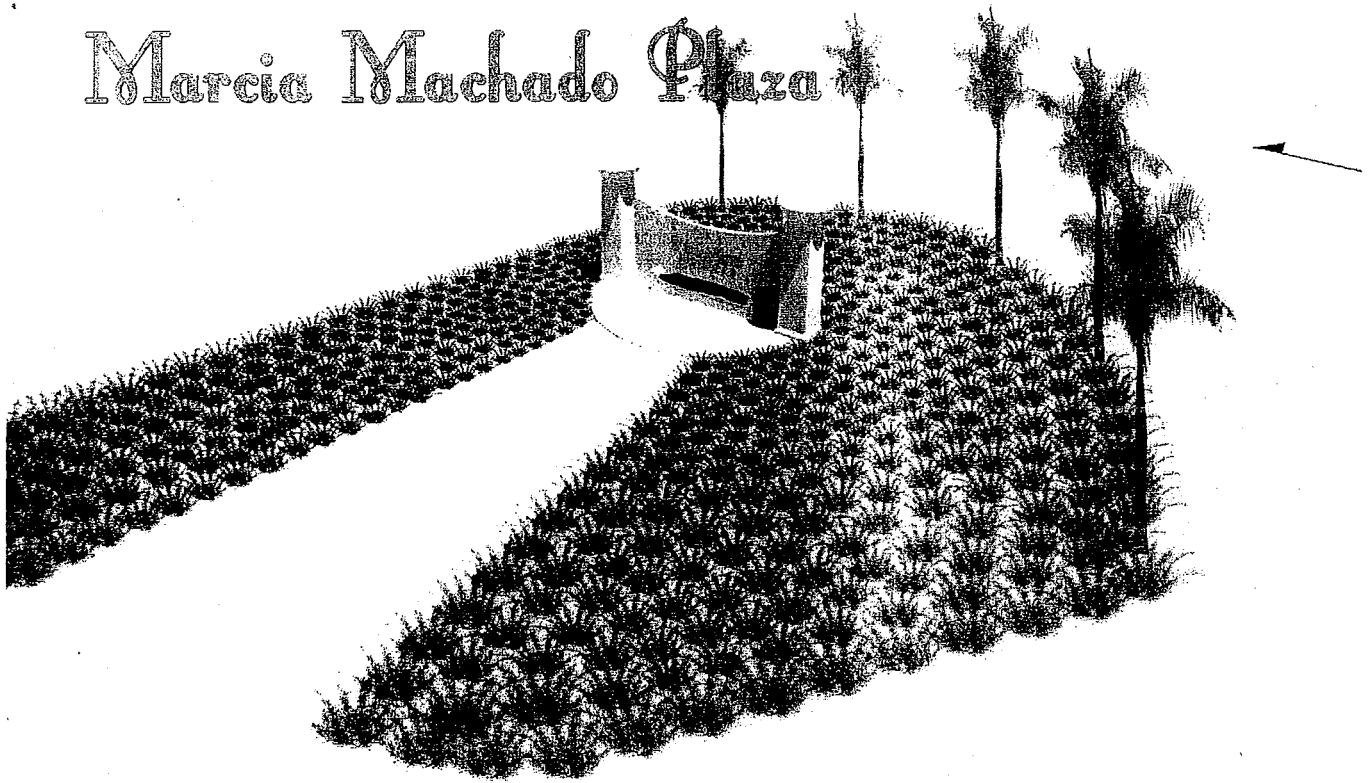


FLOOR PLAN

SCALE 1/2" = 1'-0"



# Marcia Machado Plaza



WALL SECTION

Broker Opinion of Value

For tract "B"

A portion of Folio #: 04-2028-001-0713

Prepared by

Rauch Heim Commercial Real Estate LLC

Stephen A. Heim, CCIM

December 13, 2018



LOCAL KNOWLEDGE | LOCAL STRENGTH™

Delivery via E-mail: [lbravo@hialeahfl.gov](mailto:lbravo@hialeahfl.gov)

December 13, 2018

Lorena E. Bravo, Esq.  
City Attorney  
City of Hialeah  
501 Palm Avenue, 4<sup>th</sup> Floor  
Hialeah, FL 33010

Re: **Broker Opinion of Value** for a portion of Miami-Dade Property ID #: 04-2028-001-0713,

Dear Ms. Bravo:

You have advised the City of Hialeah is proposing to sell a portion of the referenced property, identified as tract "B" in the attached Exhibit A, to the current lessee, Renegade at Hialeah Blvd. LLC. In order to proceed, you have requested Rauch Heim Commercial Real Estate LLC ("Consultant") provide a Broker's Opinion of Value for tract "B" to then establish a fair and equitable valuation to serve as the basis for the proposed transaction. As discussed, Consultant is an experienced commercial real estate broker whom is willing to provide a Broker Opinion of Value, not an appraisal, under the following terms and conditions:

- 1) The Broker Opinion of Value is based upon comparison to other like-kind properties for sale and/or have recently sold within the City of Hialeah, if available.
- 2) The Broker Opinion of Value is based upon formulas, concepts and general "rule of thumb".

Valuation of tract "B" is problematic inasmuch as it contains only 6,703 square feet with limited utility except as an auxiliary to the development of the adjacent parcel, **Folio #: 04-2028-001-0712**. Further, considering the lessee already has the right to use tract "B" under the existing lease for parking purposes in connection with the proposed development of his parcel, it is realistic to pose the question if he would be willing to purchase tract "B" at *any* price. That being said, we contend the value of **Folio #: 04-2028-001-0712** would be enhanced by ownership of tract "B" as opposed to using it under a long-term lease even though the remaining term of the lease is 54 years assuming the renewal options are exercised.

Our contention the value of **Folio #: 04-2028-001-0712** would be enhanced by the ownership of tract "B" is based upon two considerations: i) most prospective purchasers would discount the purchase price because of the lease, and such discount would increase as the remaining term of the lease

is shorter; and, ii) a parcel containing 41,488 square feet rather than 34,785 square feet would purportedly allow the construction of a slightly larger building, which would add a disproportionate increase in value to the property. That being said, the decision to purchase tract "B" will be predicated on the realistic assessment that the benefit of ownership will exceed the increase in real estate taxes for the larger parcel and the time value of money cost to purchase it now rather than to continue to lease it. Accordingly, the proposed valuation of subject tract "B" must be adjusted downward from its Market Value to order to justify the lessee to purchase it now after consideration of the increased costs of ownership.

**Property ID. #: 04-2028-001-0713, 6800 W. Hialeah Gardens Blvd**

This property contains 22,215 square feet, with an assessed land value \$333,225, i.e. \$15.00 per square foot. The property is unimproved commercial land, except for an existing monument sign, leased for \$1.00 per year to the proposed buyer for tract "B". The property is currently "landlocked" with no street access except through an easement through **Folio #: 04-2028-001-0712**. The portion of this property identified as tract "B" contains 6,703 square feet.

**Broker Opinion of Value**

A Broker's Opinion of Value would typically rely predominantly on a comparison of sales prices of like-kind property. In this case, however, there was only one commercial vacant lot sale during 2018 in the immediate vicinity, **Folio #: 27-2033-001-0760**. This property contains 86,772 square feet with frontage on W. Okeechobee Road. It sold on April 30, 2018 for \$2,320,000, i.e. \$26.74 per square foot. It's intended use is for the construction of a public storage facility and thus was able to attract a higher than market per square foot sales price. For these reasons, we believe using this sale as a comparable for the track "B" would not be appropriate except as a ceiling of value.

So, to arrive at a Broker Opinion of Value, we were forced to identified similar vacant properties in the immediate area of the tract "B" so we can use their average Market Values for comparison to the subject property. We will then adjust the average Market Value to guesstimate the Market Value of the tract "B". This Market Value will then be adjusted downward to reflect the discount required in order to induce the potential buyer of tract "B" to purchase it now based upon a reasonable projected rate of return in contrast to just continuing to lease it for \$1.00 per year.

Comparable properties in the immediate area include:

- 1) **Folio #: 27-2033-001-0300:** This property contains 304,832.88 square feet with a Market Value of \$3,017,995, i.e. \$9.91 per square foot. We believe this dollar per square foot value is artificially low even though its primary zoning is commercial-arterial, the current primary use is improved pasture land. To adjust this artificially low value, we shall apply an upward adjustment equal to 140%, the customary reasonable differential between Assessed Value to Market Value, i.e.  $\$9.91 \times 140\% = \$13.87$  per square foot.

- 2) **Folio #: 27-2033-001-0320:** This property contains 467,921.52 square feet with a Market Value of \$3,556,207, i.e. \$7.60 per square foot. We believe this dollar per square foot value is also artificially low even though its primary zoning is commercial-arterial, the current primary use is improved pasture land. To adjust this artificially low value, we shall again apply an upward adjustment equal to 140%, i.e.  $\$7.60 \times 140\% = \$10.64$  per square foot.
- 3) **Folio #: 27-2033-001-0780:** This property contains 271,563 square feet with a Market Value of \$2,688,474, i.e. \$9.90 per square foot. We believe this dollar per square foot value is also too low given its significant frontage along W. Okeechobee Road although access isn't ideal. To adjust this artificially low value, we shall apply an adjustment equal to 140%, i.e.  $\$9.90 \times 140\% = \$13.86$  per square foot.
- 4) **Folio #: 27-3003-037-0050:** This property contains 336,414 square feet with a Market Value of \$4,154,713, i.e. \$12.35 per square foot.
- 5) **Folio #: 04-2028-108-0010:** This developed property located directly across from the subject on NW 92<sup>nd</sup> Ave, contains a lot size of 82,622 square feet with an Assessed Land Value of \$867,531, i.e. \$10.50 per square foot. As previously stated, Assessed Land Value is typically lower than Market Value by a factor of approximately 140%. Accordingly, the Market Value of this property can be guesstimated to be  $\$10.50 \times 140\% = \$14.70$  per square foot. We believe this property is a good comparable to the subject tract "B".
- 6) **Folio #: 04-2028-001-0712:** This property is immediately adjacent to the subject tract "B". It contains 34,785 square feet with a Market Value of \$574,676, i.e. \$16.52 per square foot. We believe this property is a good comparable to the subject property although its value is somewhat higher given the more useful configuration as compared to the subject "B". We further believe the Market Value is too high given the other comparable properties by a subjective factor of approximately 10%, i.e.  $\$16.52 \text{ minus } 10\% = \$14.87$  per square foot.

The average Market Value of these six properties is \$13.38 per square foot. Note, this average Market Value is less than the \$15.00 per square foot Assessed Value currently assigned to the tract "B". As stated in #6 above, we believe the Market Value of tract "B" should be slightly less than the adjacent parcel given the somewhat inferior configuration of the property. Interestingly, if you were to adjust the Market Value of the adjacent property downward by same 10% we applied to arrive at the more realistic Market Value, the Market Value of tract "B" would be:  $\$14.87 \text{ minus } 10\% = \$13.38$  per square foot, the same as the AVERAGE MARKET VALUE of the six properties.

Accordingly, our Broker's Opinion of Value for the tract "B" falls within the range of:

6,703 square feet multiplied by \$13.38 to \$14.87 per square foot, i.e.: **\$89,686 to \$ 99,674**

Now, as previously stated, it is clear the valuation of tract "B" must be adjusted downward from its Market Value in order to induce the lessee to purchase it now rather than to continue to lease it. This reduction in Market Value is, of course, subjective and subject to negotiation. In our professional opinion, a reduction of the Market Value equal to fifty (50%) to seventy-five percent (75%) would serve as a fair and equitable basis for a transaction, i.e. a proposed sales price within the range of:

**\$44,843 to \$49,837 using the 50% reduction**  
**\$67,265 to \$75,756 using the 75% reduction**

As always, please contact me should you have any questions or comments.

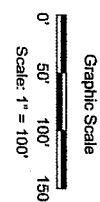
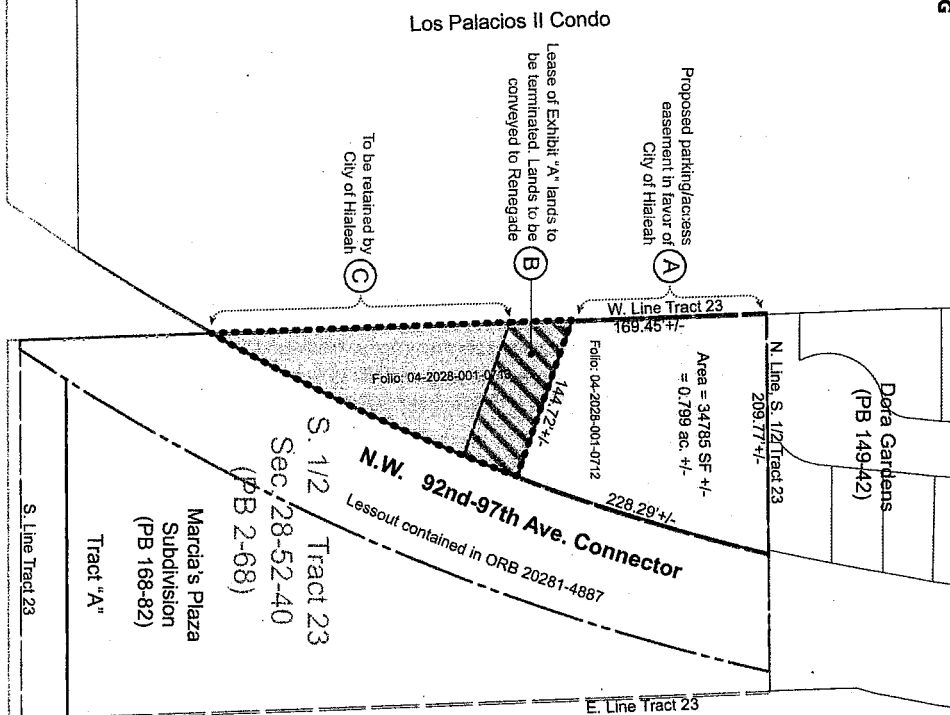
Respectfully submitted by,



Stephen A. Heim. CCIM



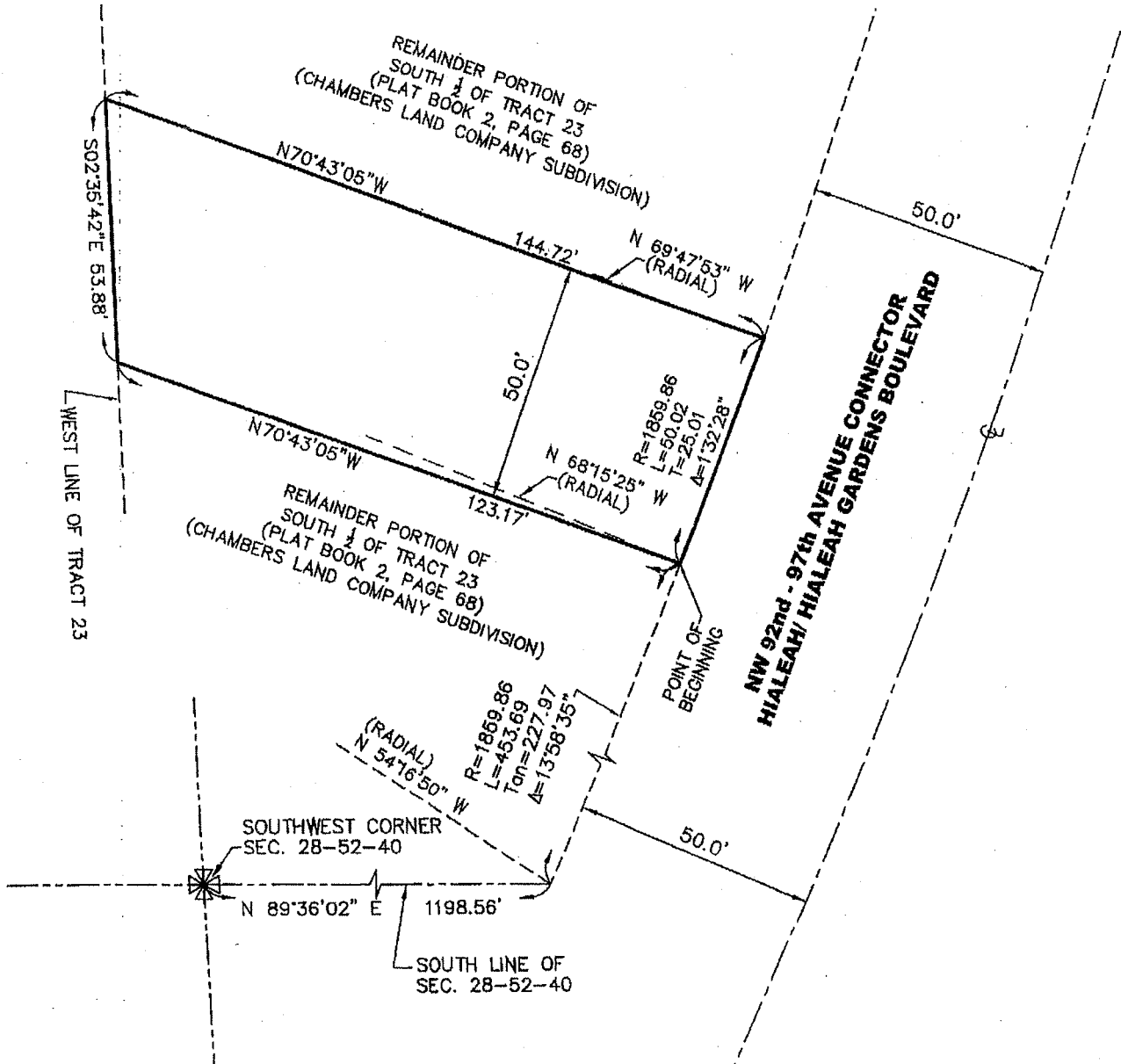
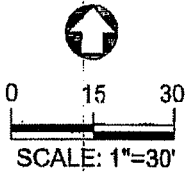
N.W. 122nd Street / W. 68th Street



**Legend:**

- Denotes lands described in **Exhibit A** to Land Lease and Easement Agreement between City of Hialeah (Lessor) and Renegade at Hialeah Blvd, LLC (Lessee), dated 12/31/2012
- Denotes lands described in **Exhibit B** to Land Lease and Easement Agreement between City of Hialeah (Lessor) and Renegade at Hialeah Blvd, LLC (Lessee), dated 12/31/2012
- Denotes lands described in Warranty Deed from MR #6, LLC to City of Hialeah (ORB 26233, Page 255, Public Records of Miami-Dade County, Florida)
- Denotes folio 04-2028-001-0712 (owner: Renegade at Hialeah Blvd LLC)

# **SKETCH TO ACCOMPANY LEGAL DESCRIPTION** **SECTION 28, TOWNSHIP 52 SOUTH, RANGE 40 EAST**



**3TCL, Inc.**

LB7799

PROFESSIONAL LAND SURVEYORS AND MAPPERS  
 12211 SW 129th CT. MIAMI FL 33186  
 tel: 305-316-8474 fax: 305-378-1662 www.3tcl.com

SHEET 2 OF 3  
 (NOT VALID WITHOUT SHEET 1 AND 3 OF 3)



# OFFICE OF THE PROPERTY APPRAISER

## Summary Report

Generated On : 12/12/2018

Property Information	
Folio:	04-2028-001-0713
Property Address:	6800 W HIALEAH GARDENS BLVD Hialeah, FL 33018-0000
Owner	CITY OF HIALEAH
Mailing Address	501 PALM AVE HIALEAH, FL 33010-4719
PA Primary Zone	6500 COMMERCIAL - CLASSIFIED
Primary Land Use	8080 VACANT GOVERNMENTAL : VACANT LAND - GOVERNMENTAL
Beds / Baths / Half	0 / 0 / 0
Floors	0
Living Units	0
Actual Area	0 Sq.Ft
Living Area	0 Sq.Ft
Adjusted Area	0 Sq.Ft
Lot Size	22,215 Sq.Ft
Year Built	0

Assessment Information			
Year	2018	2017	2016
Land Value	\$333,225	\$333,225	\$333,225
Building Value	\$0	\$0	\$0
XF Value	\$0	\$0	\$0
Market Value	\$333,225	\$333,225	\$333,225
Assessed Value	\$333,225	\$333,225	\$333,225

Benefits Information				
Benefit	Type	2018	2017	2016
Municipal	Exemption	\$333,225	\$333,225	\$333,225
Note: Not all benefits are applicable to all Taxable Values (i.e. County, School Board, City, Regional).				

Short Legal Description
28 52 40 .510 AC M/L
SUB OF PB 2-68
PORTION OF S1/2 OF TR23 IN SW 1/4
DESC COMM SW COR OF SEC 28 TH
N89 DEG E 1198.56FT NELY A/D



Taxable Value Information			
	2018	2017	2016
County			
Exemption Value	\$333,225	\$333,225	\$333,225
Taxable Value	\$0	\$0	\$0
School Board			
Exemption Value	\$333,225	\$333,225	\$333,225
Taxable Value	\$0	\$0	\$0
City			
Exemption Value	\$333,225	\$333,225	\$333,225
Taxable Value	\$0	\$0	\$0
Regional			
Exemption Value	\$333,225	\$333,225	\$333,225
Taxable Value	\$0	\$0	\$0

Sales Information			
Previous Sale	Price	OR Book-Page	Qualification Description

The Office of the Property Appraiser is continually editing and updating the tax roll. This website may not reflect the most current information on record. The Property Appraiser and Miami-Dade County assumes no liability, see full disclaimer and User Agreement at <http://www.miamidade.gov/info/disclaimer.asp>

Version:

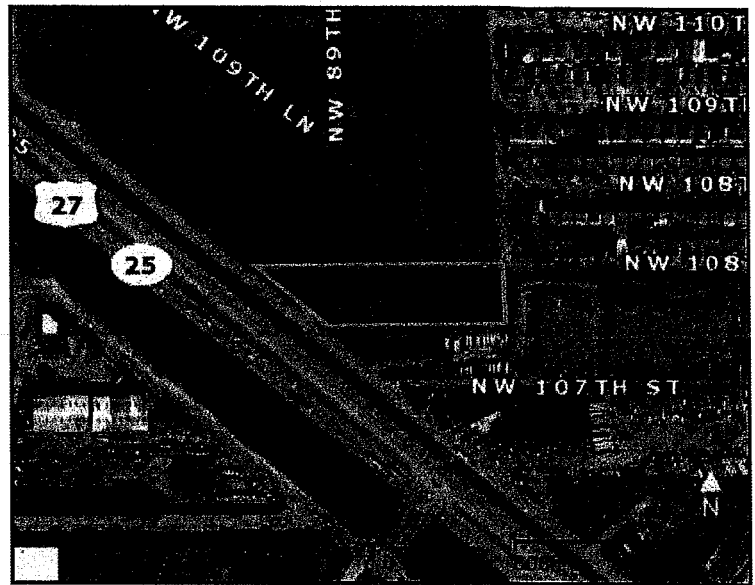


# OFFICE OF THE PROPERTY APPRAISER

## Summary Report

Generated On : 12/11/2018

Property Information	
Folio:	27-2033-001-0760
Property Address:	
Owner	HIALEAH STORAGE BUILDERS LLC
Mailing Address	11920 W COLONIAL DR #20 OCOE, FL 34761 USA
PA Primary Zone	6200 COMMERCIAL - ARTERIAL
Primary Land Use	1066 VACANT LAND - COMMERCIAL : EXTRA FEA OTHER THAN PARKING
Beds / Baths / Half	0 / 0 / 0
Floors	0
Living Units	0
Actual Area	0 Sq.Ft
Living Area	0 Sq.Ft
Adjusted Area	0 Sq.Ft
Lot Size	86,772 Sq.Ft
Year Built	0



Assessment Information			
Year	2018	2017	2016
Land Value	\$1,128,036	\$1,128,036	\$1,128,036
Building Value	\$0	\$0	\$0
XF Value	\$6,800	\$6,885	\$6,970
Market Value	\$1,134,836	\$1,134,921	\$1,135,006
Assessed Value	\$1,134,836	\$1,134,921	\$1,122,963

Benefits Information				
Benefit	Type	2018	2017	2016
Non-Homestead Cap	Assessment Reduction			\$12,043
Note: Not all benefits are applicable to all Taxable Values (i.e. County, School Board, City, Regional).				

Short Legal Description	
33 52 40 1.992 AC M/L SUB OF PB 2-17 N1/2 OF TR 58 LYG NELY OF SR 25 R/W OR 18295-2452 0998 1	

Taxable Value Information			
	2018	2017	2016
County			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$1,134,836	\$1,134,921	\$1,122,963
School Board			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$1,134,836	\$1,134,921	\$1,135,006
City			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$1,134,836	\$1,134,921	\$1,122,963
Regional			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$1,134,836	\$1,134,921	\$1,122,963

Sales Information			
Previous Sale	Price	OR Book-Page	Qualification Description
04/30/2018	\$2,320,000	30965-3897	Qual by exam of deed
09/01/1998	\$163,500	18295-2452	Sales which are qualified

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Version:



# OFFICE OF THE PROPERTY APPRAISER

## Summary Report

Generated On : 12/11/2018

Property Information	
Folio:	27-2033-001-0300
Property Address:	
Owner	CAROL ENTERPRISES CORP C/O RICHARD MORGENSTERN
Mailing Address	550 SE 5 AVE #103S BOCA RATON, FL 33432
PA Primary Zone	6200 COMMERCIAL - ARTERIAL
Primary Land Use	6181 IMPROVED PASTURES : VACANT LAND
Beds / Baths / Half	0 / 0 / 0
Floors	0
Living Units	0
Actual Area	0 Sq.Ft
Living Area	0 Sq.Ft
Adjusted Area	0 Sq.Ft
Lot Size	304,832.88 Sq.Ft
Year Built	0



Assessment Information			
Year	2018	2017	2016
Land Value	\$3,017,995	\$3,017,995	\$2,591,208
Building Value	\$0	\$0	\$0
XF Value	\$0	\$0	\$0
Market Value	\$3,017,995	\$3,017,995	\$2,591,208
Assessed Value	\$13,996	\$1,515,641	\$1,302,298

Benefits Information				
Benefit	Type	2018	2017	2016
Agriculture	Classified Value	\$3,003,999	\$1,502,354	\$1,288,910
Note: Not all benefits are applicable to all Taxable Values (i.e. County, School Board, City, Regional).				

Short Legal Description	
33 52 40 6.998 AC M/L	
SUB OF PB 2-17	
PORT OF TR 26 THRU 28 DESC BEG	
280.08FTW OF SE COR OF TR 26 TH	
N 51 DEG W 1310.07FT TO SELY/L	

Taxable Value Information			
	2018	2017	2016
County			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$13,996	\$1,515,641	\$1,302,298
School Board			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$13,996	\$1,515,641	\$1,302,298
City			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$13,996	\$1,515,641	\$1,302,298
Regional			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$13,996	\$1,515,641	\$1,302,298

Sales Information			
Previous Sale	Price	OR Book-Page	Qualification Description

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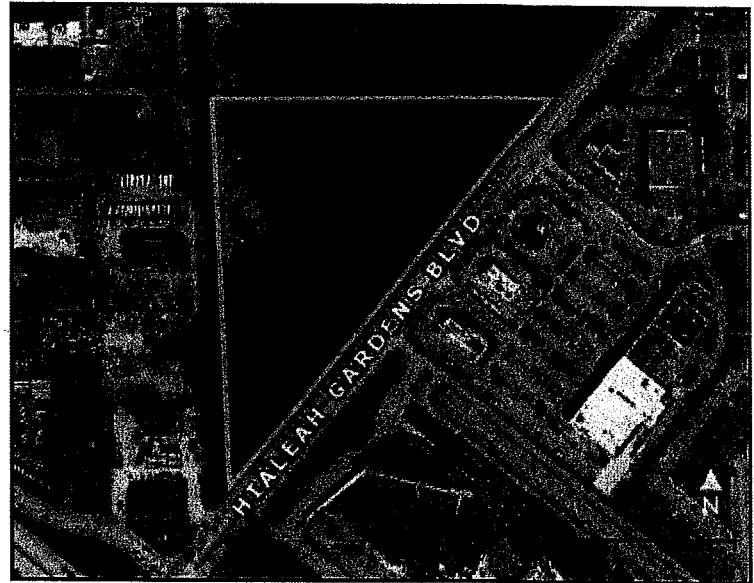


# OFFICE OF THE PROPERTY APPRAISER

## Summary Report

Generated On : 12/11/2018

Property Information	
Folio:	27-2033-001-0320
Property Address:	
Owner	CAROL ENTERPRISES CORP C/O RICHARD MORGENSTERN
Mailing Address	550 SE 5 AVE #103S BOCA RATON, FL 33432
PA Primary Zone	6200 COMMERCIAL - ARTERIAL
Primary Land Use	6181 IMPROVED PASTURES : VACANT LAND
Beds / Baths / Half	0 / 0 / 0
Floors	0
Living Units	0
Actual Area	0 Sq.Ft
Living Area	0 Sq.Ft
Adjusted Area	0 Sq.Ft
Lot Size	467,921.52 Sq.Ft
Year Built	0



Taxable Value Information			
	2018	2017	2016
County			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$21,484	\$21,484	\$21,484
School Board			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$21,484	\$21,484	\$21,484
City			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$21,484	\$21,484	\$21,484
Regional			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$21,484	\$21,484	\$21,484

Assessment Information			
Year	2018	2017	2016
Land Value	\$3,556,207	\$3,556,207	\$3,556,207
Building Value	\$0	\$0	\$0
XF Value	\$0	\$0	\$0
Market Value	\$3,556,207	\$3,556,207	\$3,556,207
Assessed Value	\$21,484	\$21,484	\$21,484

Benefits Information				
Benefit	Type	2018	2017	2016
Agriculture	Classified Value	\$3,534,723	\$3,534,723	\$3,534,723
Note: Not all benefits are applicable to all Taxable Values (i.e. County, School Board, City, Regional).				

Short Legal Description
33 52 40 10.742 AC M/L SUB OF PB 2-17 PORT OF TRACTS 28 THRU 31 LYG NWLY OF NW 92-97 RD R/W FAU 27 2033 001 0330/0340/0350

Sales Information			
Previous Sale	Price	OR Book-Page	Qualification Description

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Version:

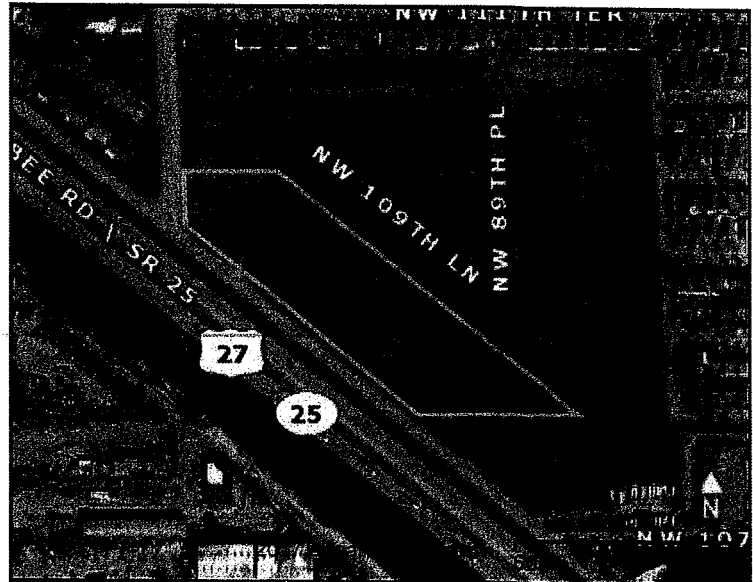


# OFFICE OF THE PROPERTY APPRAISER

## Summary Report

Generated On : 12/11/2018

Property Information	
Folio:	27-2033-001-0780
Property Address:	
Owner	F68 4 & F69 2 LLC
Mailing Address	PO BOX 22577 HIALEAH, FL 33002
PA Primary Zone	6200 COMMERCIAL - ARTERIAL
Primary Land Use	1081 VACANT LAND - COMMERCIAL : VACANT LAND
Beds / Baths / Half	0 / 0 / 0
Floors	0
Living Units	0
Actual Area	0 Sq.Ft
Living Area	0 Sq.Ft
Adjusted Area	0 Sq.Ft
Lot Size	271,563 Sq.Ft
Year Built	0



Assessment Information			
Year	2018	2017	2016
Land Value	\$2,688,474	\$2,419,627	\$2,688,474
Building Value	\$0	\$0	\$0
XF Value	\$0	\$0	\$0
Market Value	\$2,688,474	\$2,419,627	\$2,688,474
Assessed Value	\$2,661,589	\$2,419,627	\$2,628,729

Benefits Information				
Benefit	Type	2018	2017	2016
Non-Homestead Cap	Assessment Reduction	\$26,885		\$59,745
Note: Not all benefits are applicable to all Taxable Values (i.e. County, School Board, City, Regional).				

Short Legal Description
33 52 40 6.234 AC M/L SUB OF PB 2-17 TRS 59 & 60 LYG NELY ST RD 25 LESS PORT LYG IN PB 154-35 COC 26393-2975 05 2008 5

Taxable Value Information			
	2018	2017	2016
County			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$2,661,589	\$2,419,627	\$2,628,729
School Board			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$2,688,474	\$2,419,627	\$2,688,474
City			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$2,661,589	\$2,419,627	\$2,628,729
Regional			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$2,661,589	\$2,419,627	\$2,628,729

Sales Information			
Previous Sale	Price	OR Book-Page	Qualification Description
05/01/2008	\$0	26393-2975	Sales which are disqualified as a result of examination of the deed

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Version:

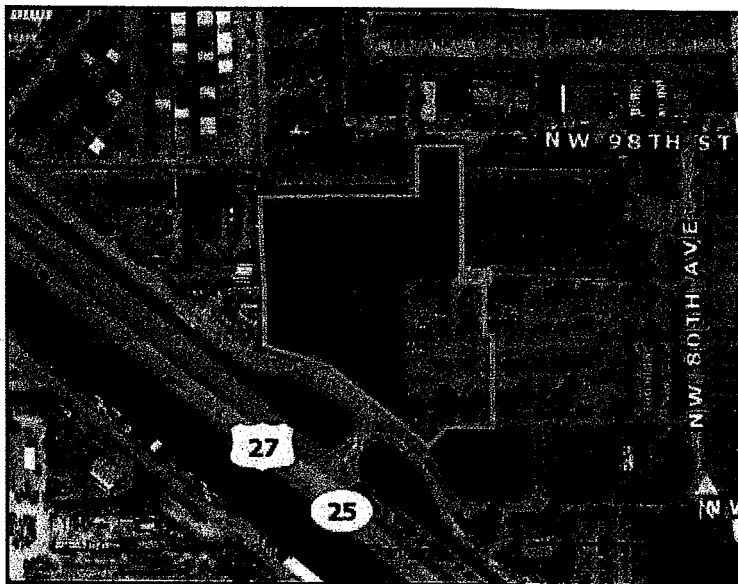


# OFFICE OF THE PROPERTY APPRAISER

## Summary Report

Generated On : 12/11/2018

Property Information	
Folio:	27-3003-037-0050
Property Address:	
Owner	IGUAZU INTL INC
Mailing Address	1825 MAIN ST WESTON, FL 33332
PA Primary Zone	6600 COMMERCIAL - LIBERAL
Primary Land Use	1081 VACANT LAND - COMMERCIAL : VACANT LAND
Beds / Baths / Half	0 / 0 / 0
Floors	0
Living Units	0
Actual Area	0 Sq.Ft
Living Area	0 Sq.Ft
Adjusted Area	0 Sq.Ft
Lot Size	336,414 Sq.Ft
Year Built	0



Assessment Information			
Year	2018	2017	2016
Land Value	\$4,154,713	\$4,154,713	\$4,154,713
Building Value	\$0	\$0	\$0
XF Value	\$0	\$0	\$0
Market Value	\$4,154,713	\$4,154,713	\$4,154,713
Assessed Value	\$4,154,713	\$4,154,713	\$4,154,713

Benefits Information				
Benefit	Type	2018	2017	2016
Note: Not all benefits are applicable to all Taxable Values (i.e. County, School Board, City, Regional).				

Short Legal Description	
BJ S PLAT	
PB 155-58 T-20479	
TR E	
LOT SIZE 7.723 AC	
FAU 27-3003-001-0890	

Taxable Value Information			
	2018	2017	2016
County			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$4,154,713	\$4,154,713	\$4,154,713
School Board			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$4,154,713	\$4,154,713	\$4,154,713
City			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$4,154,713	\$4,154,713	\$4,154,713
Regional			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$4,154,713	\$4,154,713	\$4,154,713

Sales Information			
Previous Sale	Price	OR Book-Page	Qualification Description
12/01/2004	\$5,800,000	22913-4938	Deeds that include more than one parcel
04/01/1998	\$4,800,000	18153-0655	Other disqualified

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# OFFICE OF THE PROPERTY APPRAISER

## Summary Report

Generated On : 12/12/2018

Property Information	
Folio:	04-2028-108-0010
Property Address:	3395 W 68 ST Hialeah, FL 33018-1728
Owner	RENEGADE AT HIALEAH BLVD LLC
Mailing Address	1 CVS DR MC 2320 WOONSOCKET, RI 02895
PA Primary Zone	6500 COMMERCIAL - CLASSIFIED
Primary Land Use	1111 STORE : RETAIL OUTLET
Beds / Baths / Half	0 / 0 / 0
Floors	0
Living Units	0
Actual Area	16,723 Sq.Ft
Living Area	16,723 Sq.Ft
Adjusted Area	16,438 Sq.Ft
Lot Size	82,622 Sq.Ft
Year Built	2011



Assessment Information			
Year	2018	2017	2016
Land Value	\$867,531	\$867,531	\$867,531
Building Value	\$2,632,469	\$1,315,388	\$1,265,665
XF Value	\$0	\$330,400	\$333,834
Market Value	\$3,500,000	\$2,513,319	\$2,467,030
Assessed Value	\$2,764,650	\$2,513,319	\$2,467,030

Benefits Information				
Benefit	Type	2018	2017	2016
Non-Homestead Cap	Assessment Reduction	\$735,350		
Note: Not all benefits are applicable to all Taxable Values (i.e. County, School Board, City, Regional).				

Short Legal Description
MARCAS PLAZA SUBDIVISION PB 168-082 T-23063 TR A LOT SIZE 82622 SQ FT ML FAU 04 2028 001 0712

Taxable Value Information			
	2018	2017	2016
County			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$2,764,650	\$2,513,319	\$2,467,030
School Board			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$3,500,000	\$2,513,319	\$2,467,030
City			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$2,764,650	\$2,513,319	\$2,467,030
Regional			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$2,764,650	\$2,513,319	\$2,467,030

Sales Information			
Previous Sale	Price	OR Book-Page	Qualification Description

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# OFFICE OF THE PROPERTY APPRAISER

## Summary Report

Generated On : 12/12/2018

Property Information	
Folio:	04-2028-001-0712
Property Address:	3395 W 68 ST Hialeah, FL 33018-0000
Owner	RENEGADE AT HIALEAH BLVD LLC
Mailing Address	305 ALCAZAR AVE #3 CORAL GABLES, FL 33134 USA
PA Primary Zone	6500 COMMERCIAL - CLASSIFIED
Primary Land Use	0081 VACANT RESIDENTIAL : VACANT LAND
Beds / Baths / Half	0 / 0 / 0
Floors	0
Living Units	0
Actual Area	0 Sq.Ft
Living Area	0 Sq.Ft
Adjusted Area	0 Sq.Ft
Lot Size	54,731 Sq.Ft
Year Built	0



Taxable Value Information			
	2018	2017	2016
<b>County</b>			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$532,972	\$484,520	\$440,473
<b>School Board</b>			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$574,676	\$574,676	\$574,676
<b>City</b>			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$532,972	\$484,520	\$440,473
<b>Regional</b>			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$532,972	\$484,520	\$440,473

Assessment Information			
Year	2018	2017	2016
Land Value	\$574,676	\$574,676	\$574,676
Building Value	\$0	\$0	\$0
XF Value	\$0	\$0	\$0
Market Value	\$574,676	\$574,676	\$574,676
Assessed Value	\$532,972	\$484,520	\$440,473

Benefits Information				
Benefit	Type	2018	2017	2016
Non-Homestead Cap	Assessment Reduction	\$41,704	\$90,156	\$134,203
Note: Not all benefits are applicable to all Taxable Values (i.e. County, School Board, City, Regional).				

Short Legal Description
28 52 40 1.26 AC M/L
SUB OF PB 2-68
S1/2 OF TR 23 IN SW1/4
LESS BEG 166.99FTN OF SW COR OF
TR 23 TH NELY AD 521.29FT

Sales Information			
Previous Sale	Price	OR Book-Page	Qualification Description
01/01/2002	\$2,100,000	20281-4887	Other disqualified
01/01/1996	\$367,400	17069-1536	Sales which are qualified
08/01/1981	\$200,000	11189-0003	Sales which are qualified

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